

FEDERAL REGISTER

THE NATIONAL ARCHIVES
OF THE UNITED STATES
1934

VOLUME 10 NUMBER 130

Washington, Saturday, June 30, 1945

Regulations

TITLE 7—AGRICULTURE

Subtitle A—Office of the Secretary of Agriculture and War Food Administration

CHIEF OF SOIL CONSERVATION SERVICE

DELEGATION OF AUTHORITY WITH RESPECT TO WATER CONSERVATION AND UTILIZATION PROGRAMS

By virtue of the authority vested in me by Title 5, U.S.C., Section 22, and Executive Order No. 9322, as amended by Executive Order No. 9334, it is hereby ordered as follows:

(a) The Chief of the Soil Conservation Service (hereinafter referred to as the "Chief") is hereby authorized and directed to do all things necessary to administer and supervise, in a manner consistent with law, the various functions relating to:

(1) the Water Conservation and Utilization Programs of the War Food Administration as authorized by the Case-Wheeler Act of August 11, 1939 (53 Stat. 1418), as amended, and the item entitled "Water Conservation and Utility Projects" in the Interior Department Appropriation Act, 1940 (53 Stat. 685), as supplemented and continued available by subsequent legislation, (2) the expenditure of funds heretofore or hereafter authorized or appropriated for any of such programs, (3) the loans made to the Bufalo Rapids Farms Association, Mirage Flats Cooperative Association and Buford-Trenton Mutual Aid Corporation, and (4) State corporations' trust property, real and personal, used in connection with the programs designated in this paragraph, except that any such functions relative to rural rehabilitation loans made to individuals shall remain in the Farm Security Administration.

(b) The Chief is further authorized to sell, lease or otherwise dispose of, in accordance with the applicable provisions of law, any real and personal property under the jurisdiction of the Soil Conservation Service in connection with the programs designated in (a) hereof, including, but not limited to, the following:

(1) The approval of sales, leases and conveyances of real property or interests therein heretofore or hereafter ac-

quired by the United States in connection with such programs and under the jurisdiction of the Soil Conservation Service, including real property held in trust for any State rural rehabilitation corporation, and to execute, on behalf of the United States of America, all deeds, leases or other instruments necessary in connection therewith: *Provided, however,* That in selling such property, mineral rights, including coal, oil and gas, which are vested in or owned by the United States, either legally or equitably, at the time of the sale of lands in accordance with this authorization, shall be reserved in accordance with the then current departmental policy with respect to such reservations.

(2) In connection with the sale and disposition of such property or interests therein: (a) to exercise, for and on behalf of the United States of America, all rights, privileges and powers of the United States of America under the terms of any agreement or instrument heretofore or hereafter entered into in connection with the sale of such lands or property, or taken as security for the purchase price in connection with such sales; (b) to execute and perform all notices, consents and other acts to be given or done by the United States of America under the aforesaid agreements or security instruments; (c) to do and perform all things necessary for servicing, renewing, and collecting the outstanding indebtedness in favor of the United States of America and to accept, record, release and satisfy instruments of security of all kinds, and (d) upon default in any payment or obligation, to enforce payment by realizing upon the security.

(c) The Chief may, from time to time, prescribe such rules and regulations, consistent with law, as appear to him to be necessary or appropriate in carrying out the authority delegated hereby.

(d) All orders, rules, regulations, permits, or other privileges effective on the date of this order and relating to the programs, funds and assets identified in (a) hereof and not in conflict herewith shall continue in effect until modified by me or by the Chief acting pursuant to this order.

(e) In his discretion, the Chief may delegate such of the authority as is hereby conferred upon him.

(f) In the absence of the Chief or his inability to carry out the authority here-

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Published daily, except Sundays, Mondays, and days following legal holidays, by the Division of the Federal Register, the National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500, as amended; 44 U.S.C., ch. 8B), under regulations prescribed by the Administrative Committee, approved by the President. Distribution is made only by the Superintendent of Documents, Government Printing Office, Washington 25, D. C.

The regulatory material appearing herein is keyed to the Code of Federal Regulations, which is published, under 50 titles, pursuant to section 11 of the Federal Register Act, as amended June 19, 1937.

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NOTICE

The 1943 Supplement to the Code of Federal Regulations, covering the period June 2, 1943, through December 31, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at \$3.00 per book.

Book 1: Titles 1-31, including Presidential documents in full text.
Book 2: Titles 32-50, with 1943 General Index and 1944 Codification Guide.

The complete text of the Cumulative Supplement (June 1, 1938-June 1, 1943) is still available in ten units at \$3.00 each.

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by delegated, such authority may be exercised by the Acting Chief of the Soil Conservation Service.

(g) Any provision of any delegation of authority conflicting with this order is superseded to the extent of such conflict.

(h) This order shall take effect when signed.

(5 U.S.C. 22; E.O. 9322, 8 F.R. 3807, as amended by E.O. 9334, 8 F.R. 5423; 53 Stat. 1418; 53 Stat. 685)

Issued this 28th day of June, 1945.

WILSON COWEN,
Assistant War Food Administrator.

[F. R. Doc. 45-11525; Filed, June 28, 1945;
4:12 p. m.]

Chapter I—War Food Administration (Standards, Inspections, Marketing Practices)

Subchapter A—Commodity Standards and Stand-
ards Container Regulations

PART 28—COTTON STANDARDS

MISCELLANEOUS AMENDMENTS

By virtue of the authority vested in the War Food Administrator, and pursuant to the provisions of the United States Cotton Standards Act (42 Stat. 1518-1519, 7 U.S.C. 1940 ed. 51-65, as amended, 58 Stat. 734), the regulations issued thereunder (7 CFR, Cum. Supp., 28.1 et seq., as amended) are hereby amended as follows:

1. Strike therefrom the provisions in 28.12 (a) and substitute therefor the following:

(a) *Form A determination.* The informal classification or comparison of samples submitted for the purpose. Such informal classification or comparison shall be evidenced by a Form A memorandum.

2. Strike therefrom the provisions in § 28.15 and substitute therefor the following:

§ 28.15 *Filing of requests for classification or comparison.* All requests for classification or comparison in the United States leading to Form A memoranda and Form B certificates shall be filed with the secretary of the board which serves the territory in which the cotton is located: *Provided*, That such requests may, where desired, be filed directly with the Appeal Board of Review Examiners located at Washington, D. C., or with any committee of such Appeal Board. Samples which are submitted to any board or to the aforesaid Appeal Board of Review Examiners for classification or comparison may be referred by such board or Appeal Board to another board for classification or comparison.

3. Strike therefrom the provisions in § 28.58 and substitute therefor the following:

§ 28.58 *Provisions for reviews.* Reviews of classifications or comparisons represented by Form A memoranda shall be governed by §§ 28.59, 28.64, and 28.69 hereof. Reviews of classifications or comparisons represented by Form B or

Form C certificates shall be governed by §§ 28.60 to 28.67, inclusive, and § 28.69 hereof.

4. Strike therefrom the provisions in § 28.59 and substitute therefor the following:

§ 28.59 *Form A memorandum; review.* A review of any Form A determination may be requested by the owner or custodian of the cotton from which the sample was drawn within a reasonable time after the issuance of the Form A memorandum. Such request may be filed with, and the review made by, the board which issued such memorandum or the Appeal Board of Review Examiners. Redrawn samples shall be required except in cases where the original samples have remained, identity preserved, in the custody of the aforesaid board or Appeal Board. As evidence of any review determination, a Form A memorandum appropriately marked to indicate that it represents a review determination shall be issued in each instance to the applicant requesting the review, and such applicant may be required by the board or the Appeal Board issuing such review determination to surrender the original Form A memorandum.

5. Strike therefrom the provisions in § 28.119 (c) and substitute therefor the following:

The fees provided for in paragraph (a) of this section may be waived, in whole or in part, as to the classification and certification and the review, if any, of any cotton (1) for any governmental agency; (2) to facilitate a cotton program of any governmental agency; and (3) for a charitable or philanthropic organization if such cotton will be used in accordance with an act of Congress or a congressional resolution for the relief of distress or will be exchanged for goods to be so used. The samples accumulated in the classification or certification of cotton for a governmental agency or to facilitate a cotton program of any governmental agency shall be disposed of as required by such agency. To demonstrate classification according to the official cotton standards, the informal classification of samples and the issuance without charge of Form A memoranda evidencing such classification may be authorized for limited periods of time in designated localities, but such samples shall be disposed of as provided in § 28.25 hereof unless claimed and removed by the person submitting the same at or about the time of classification.

6. Strike therefrom the provisions in § 28.121 and substitute therefor the following:

§ 28.121 *Fees for review classification or comparison.* For any review of the classification or comparison of any cotton, the fee shall be 25 cents per bale where both grade and staple length are involved and 20 cents where only grade or staple length is involved.

The provisions of this amendment shall become effective at 11:59 p. m., e. w. t., June 30, 1945.

(42 Stat. 1518-1519, 7 U.S.C. 1940 ed. 51-65, as amended, 58 Stat. 734; E.O.

9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued at Washington, D. C., this 29th day of June 1945.

ASHLEY SELLERS,
Assistant War Food Administrator.
[F. R. Doc. 45-11591; Filed, June 29, 1945;
12:04 p. m.]

Chapter XI—War Food Administration (Distribution Orders)

[WFO 42, Amdt. 16]

PART 1460—FATS AND OILS

MISCELLANEOUS AMENDMENTS

War Food Order No. 42, as amended (9 F.R. 12075; 10 F.R. 2679, 3315, 5069), is further amended as follows:

1. By adding, immediately after paragraph (a) (3) (iv), the following new subparagraph:

(v) Oil used to can fish.

2. By adding, immediately after paragraph (a) (8), the following new subparagraph:

(9) "Can" means (i) to pack for commercial purposes in hermetically sealed metal or glass containers, and (ii) to sterilize the product packed in such containers by the use of heat.

3. By deleting the table at the end of paragraph (b) (1) and substituting in lieu thereof the following:

Class of edible fat or oil product:	Permitted percentage
Margarine.....	95
Edible fat or oil products other than margarine.....	77

This order shall become effective at 12:01 a. m., e. w. t., July 1, 1945. With respect to violations, rights accrued, liabilities incurred, or appeals taken, prior to said date, under War Food Order No. 42, as amended, all provisions of said order shall be deemed to remain in full force for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 29th day of June 1945.

ASHLEY SELLERS,
Assistant War Food Administrator.
[F. R. Doc. 45-11560; Filed, June 29, 1945;
11:13 a. m.]

[WFO 136]

PART 1460—FATS AND OILS

TALL OIL

The fulfillment of requirements for the defense of the United States will result in a shortage in the supply of tall oil for defense, for private account, and for export, and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1460.45 *Distribution, use and delivery of tall oil—(a) Definitions.* (1) "Tall oil" means sulfate soap, crude tall oil and refined tall oil.

(2) "Sulfate soap" means the material commonly referred to as black liquor

skimmings, recovered as a by-product in the pulping of wood.

(3) "Crude tall oil" means tall oil produced from sulfate soap by acidulation without further refining.

(4) "Refined tall oil" means any grade or quality of tall oil produced by refining crude tall oil, including fatty acids obtained from tall oil but not including still bottoms and pitch.

(5) "Inventory" means the total quantity of tall oil, wherever located, owned by any person.

(6) "Eastern zone" means that area of the United States lying east of the eastern boundaries of the States of Montana, Wyoming, Colorado, and New Mexico.

(7) "Western zone" means that area of the United States lying west of the eastern boundaries of the States of Montana, Wyoming, Colorado, and New Mexico.

(8) "Current rate of consumption", as determined on any particular date, means the amount of tall oil used during the 30-day period immediately prior to such date, or the amount thereof scheduled for use during the 30-day period immediately following such date.

(9) "Maximum unit" means the largest, single, segregate, commercial quantity of tall oil shipped to and accepted by any person during the calendar year 1944.

(10) "Certified order" means a written order for tall oil which has attached thereto or incorporated therein a certificate executed in accordance with paragraph (d) of this order. The term includes "primary certified order" and "secondary certified order" as herein defined.

(11) "Primary certified order" means a certified order for tall oil issued by a user.

(12) "Secondary certified order" means a certified order for tall oil issued by a producer, distributor, or refiner.

(13) "User" means any person who uses tall oil in the manufacture of any other product, regardless of whether tall oil is incorporated into such other product.

(14) "Producer" means any person who produces sulfate soap or crude tall oil.

(15) "Distributor" means any person who acquires tall oil for resale.

(16) "Refiner" means any person who refines crude tall oil.

(17) "Person" means any individual, partnership, association, business trust, corporation, or any organized group of persons, whether incorporated or not.

(18) "Director" means the Director of Marketing Services, War Food Administration.

(b) *Delivery restrictions.* (1) Except as specifically authorized by the Director, no person shall, in any calendar month, deliver tall oil on other than certified orders unless and until he has, before the end of such month, filled or offered to fill all certified orders received by him on or before the first day of such month.

(2) Except as specifically authorized by the Director, no person shall, in any calendar month, deliver tall oil on secondary certified orders unless and until he has, before the end of such month,

filled or offered to fill all primary certified orders received by him on or before the first day of such month.

(c) *Refining restrictions.* No person shall, in any calendar month, refine tall oil for the fulfillment of uncertified orders unless and until he has, before the end of such month filled or offered to fill all certified orders received by him on or before the first day of such month.

(d) *Certified orders.* (1) Any user who requires tall oil for any purpose other than the production of soap, protective coatings (except allocated phthalic alkyd resins), coated fabrics or floor coverings, and any producer, distributor, or refiner who requires tall oil for the fulfillment of primary certified orders, may transmit to his supplier a written order which has attached thereto or incorporated therein a properly executed certificate in the following form:

The undersigned hereby certifies to the War Food Administration and to _____ (Name)

_____ that he is familiar and Address of Supplier) with the terms of War Food Order No. 136 that this certificate is furnished in order to enable the undersigned to obtain preferred delivery, in accordance with War Food Order No. 136, of _____ pounds of tall oil. The undersigned further certifies that (check applicable statement):

This is a primary certified order, the undersigned is a user, and will use all of such tall oil in the manufacture of products other than soap, protective coatings (except allocated phthalic alkyd resins), coated fabrics, or floor coverings.

This is a secondary certified order, the undersigned is a _____ State whether producer, _____, and will use all of distributor, or refiner such tall oil for the fulfillment of primary certified orders.

By _____ Purchaser
Authorized official

Date

(2) No person who receives tall oil under a certified order shall use any part thereof for any purpose other than the use indicated in such certificate.

(e) *Inventory restrictions.* No user shall accept delivery of tall oil in any quantity which will cause his inventory to exceed the following number of days' supply based upon his current rate of consumption:

Users located in the Eastern zone—30 days' supply or 1,000 pounds, whichever is the greater.

Users located in the Western zone—45 days' supply or 1,000 pounds, whichever is the greater.

(f) *Inventory exemption; maximum units.* Any user whose inventory does not exceed two-thirds of the quantity which he is permitted to have under the applicable provision of paragraph (e) may accept delivery of no more than one maximum unit, provided that such acceptance shall not cause his inventory to exceed twice the quantity which he is permitted to have under such provision.

(g) *Transfers between branches or departments.* The transfer of tall oil between units, departments, branches, plants, or companies owned, controlled, or directed by the same person but en-

gaged in separate activities as producers, distributors, or users shall constitute delivery and acceptance of delivery within the meaning of this order.

(h) *Records and reports.* (1) All certified orders and all certificates executed under paragraph (d) of this order shall be retained for at least two years and shall, upon request, be submitted to the Director for examination. All statements contained in such certificates shall be deemed representations to an agency of the United States. No person shall be entitled to rely upon any such certificate if he knows or has reasonable cause to believe it to be false.

(2) The Director shall be entitled to obtain such information from and require such reports and the keeping of such records by, any person, as may be necessary or appropriate, in his discretion, to the enforcement or administration of the provisions of this order, subject to the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(3) Every person subject to this order shall, for at least two years or for such other period of time as the Director may designate, maintain an accurate record of his production of and transactions in tall oil.

(i) *Existing contracts.* The restrictions of this order shall be observed without regard to existing contracts or any rights accrued or payments made thereunder.

(j) *Audits and inspections.* The Director shall be entitled to make such audits or inspections of the books, records and other writings, premises, or stocks of tall oil of any person, and to make such investigations as may be necessary or appropriate, in his discretion, to the enforcement or administration of the provisions of this order.

(k) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional or unreasonable hardship on him may file a petition for relief with the Order Administrator. Petitions shall be in writing and shall set forth all pertinent facts and the nature of the relief sought. The Order Administrator may take any action with reference to such petition which is consistent with the authority delegated to him by the Director. If the petitioner is dissatisfied with the action taken by the Order Administrator, he may, by request addressed to the Order Administrator, obtain a review of such action by the Director. After said review, the Director may take such action as he deems appropriate, which action shall be final.

(l) *Violations.* Any person who violates any provision of this order may, in accordance with the applicable procedure, be prohibited from receiving, making any deliveries of, or using tall oil. Any person who willfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Civil action may also be instituted to enforce any liability or duty created by, or to enjoin any violation of, a provision of this order.

(m) *Delegation of authority.* The administration of this order and the

powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelgate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order.

(n) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise provided, be addressed to the Order Administrator, War Food Order No. 136, Fats and Oils Branch, Office of Marketing Services, War Food Administration, Washington 25, D. C.

(o) *Territorial scope.* This order shall apply within the 48 States and the District of Columbia.

(p) *Effective date.* This order shall become effective at 12:01 a. m., e. w. t., June 28, 1945.

NOTE: All reporting and record-keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 27th day of June 1945.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 45-11433; Filed, June 27, 1945;
12:15 p. m.]

[WFO 44, Amdt. 10]

PART 1465—FISH AND SHELLFISH

RESTRICTIONS ON 1945 PACK OF CANNED FISH

War Food Order No. 44, as amended (9 F.R. 7361, 9584, 10624; 10 F.R. 103, 555, 3277, 5713), is further amended as follows:

1. By inserting at the end of § 1465.20 (b) (1) the following additional class of fish:

Class 11. Tuna: Albacore, or white-meat (Germo alalunga); Yellowfin, or light-meat (Neothunnus macropterus); Skip jack, or striped (Katsuwonus pelamis, sometimes called Euthynnus pelamis); Bluefin, or leaping (Thunnus thynnus, sometimes called Thunnus saliens);

Yellowtail: (Seriola dorsalis);
Bonito: (Sarda chiliensis).

(For the period July 1, 1945, to March 31, 1946, inclusive)

2. By inserting after § 1465.20 (b) (5) the following additional subparagraph:

(6) Unless otherwise authorized by the Director, no canner may use, in the production of his 1945 pack of class numbered 11 (designated in (b) (1) hereof) a quantity of vegetable oil in excess of the following applicable quantity per case of 48 cans of the size stated:

TUNA—YELLOWTAIL—BONITO

(a) *Solid pack.*
No. ½ tuna can (307 x 113), 4.1 pounds of oil per case.
No. 1 tuna can (401 x 205.5), 5.8 pounds of oil per case.
4-pound tuna can (603 x 408), 7.5 pounds of oil per case.

(b) *Flakes, shredded, or grated.*
No. ½ tuna can (307 x 113), 3.00 pounds of oil per case.
No. 1 tuna can (401 x 205.5), 4.25 pounds of oil per case.
4-pound tuna can (603 x 408), 5.50 pounds of oil per case.

This order shall become effective at 12:01 a. m., P. w. t., July 1, 1945. With respect to violations, rights accrued, liabilities incurred, or appeals taken under War Food Order No. 44, as amended, prior to the effective time of the provisions hereof, the provisions of said War Food Order No. 44, as amended, in effect prior to the effective time hereof shall be deemed to continue in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, liability, or appeal.

NOTE: All record-keeping requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 29th day of June 1945.

ASHLEY SELLERS,
Assistant War Food Administrator.
[F. R. Doc. 45-11559; Filed June 29, 1945;
11:12 a. m.]

[WFO 137]

PART 1460—FATS AND OILS

CASTOR OIL

The fulfillment of requirements for the defense of the United States has resulted in a shortage in the supply of castor oil for defense, for private account, and for export, and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1460.44 *Distribution, delivery and use of castor oil—(a) Definitions.* (1) "Castor oil" means oil obtained from the castor bean, commonly known as castor oil, whether crude, raw, filtered, refined, blown, dehydrated, or otherwise processed, excluding sulfonated castor oil.

(2) "Producer" means any person who produces castor oil, including any person for whom castor oil is produced under a toll agreement.

(3) "Distributor" means any person who acquires castor oil for resale.

(4) "User" means any person who uses castor oil in the manufacture of any other product, regardless of whether castor oil is incorporated into such other product.

(5) "Use" includes processing or blending.

(6) "Specific authorization" means:

(i) A written notice addressed to a named user or distributor authorizing such user or distributor to use a stated quantity of castor oil or to receive a stated quantity of castor oil from a named source of supply, or both;

(ii) A written notice addressed to a named supplier authorizing such sup-

plier to deliver to a named user or distributor a stated quantity of castor oil.

(7) "General authorization" means:

(i) A written notice addressed to a named producer or distributor authorizing such producer or distributor to deliver, during a particular calendar month, not in excess of a stated maximum quantity of castor oil, such castor oil to be delivered to users in lots of not more than 450 pounds per calendar month to any one user, or

(ii) A written notice addressed to a named producer authorizing such producer to deliver, during a particular calendar month, not in excess of a stated maximum quantity of castor oil to distributors for resale for medicinal use as such.

(8) "Person" means any individual, partnership, association, business trust, corporation, or any organized group of persons whether incorporated or not.

(9) "Director" means the Director of Marketing Services, War Food Administration.

(b) *Authorization required.* No producer, distributor, or user shall deliver, receive, or use castor oil except in accordance with a specific or general authorization issued by the Director under the provisions of this order. No authorization shall be required for the delivery of castor oil by a distributor to any person who acquires such castor oil for resale for medicinal use as such, or for the receipt or consumption of castor oil for medicinal use as such by an ultimate consumer.

(c) *Prescribed conditions.* The Director may prescribe the period of time during which an authorization shall be effective. No person shall deliver, receive, or use castor oil under an authorization which has expired. To the extent that any castor oil is not used for the purpose for which or during the period in which its use is authorized, such castor oil shall revert to inventory and shall remain subject to all the provisions of this order.

(d) *Specific authorizations.* Except as provided in paragraph (b) hereof, specific authorization shall be required for the delivery to any one person in any calendar month, and the receipt or use by such person in such month, of more than 450 pounds of castor oil.

(e) *General authorizations; certificates.* (1) General authorization shall be required for:

(i) The delivery of castor oil by producers or distributors where such deliveries are in quantities of 450 pounds or less to any one user in any calendar month;

(ii) The delivery of castor oil by producers to distributors who require such castor oil for resale for medicinal use as such. No general authorization issued under this paragraph (e) (ii) shall authorize any producer to deliver castor oil to a distributor for use or resale for use in the preparation of medicinal or pharmaceutical products.

(2) General authorizations will state the maximum quantity of castor oil which the producer or distributor may deliver during any calendar month. No person shall deliver castor oil under a general authorization in excess of the

maximum quantity permitted for such calendar month.

(3) No person shall deliver and no user or distributor shall receive castor oil under a general authorization unless such user or distributor executes and furnishes to his supplier a certificate in the following form:

The undersigned hereby certifies to the War Food Administration and to _____

_____ Name and address of supplier that he is familiar with the terms of War Food Order No. 137, that this certificate is furnished in order to enable the undersigned to acquire _____ pounds of castor oil, to be delivered on or about _____. The undersigned further certifies that he is a _____

State whether user or distributor and that (check applicable statement):

[] The receipt of such castor oil will not increase his total receipts as a user of castor oil beyond 450 pounds for the current month.

[] All such castor oil will be sold as castor oil for medicinal use as such.

By _____ Purchaser
Authorized Official

Date _____

(4) All certificates executed under this paragraph (e) shall be retained for at least two years and shall, upon request, be submitted to the director for examination. All statements contained in such certificates shall be deemed representations to an agency of the United States. No person shall be entitled to rely upon any such certificate if he knows or has reason to believe it to be false.

(f) *Applications for and issuance of authorizations.* (1) Applications for specific authorizations shall be made by the user or distributor on Form FDA 478, and shall be accompanied by Form FDA 477 where the applicant desires to receive castor oil from another person. Where the applicant for a specific authorization is a user, he shall specify, in accordance with the following classifications, the primary product for which such castor oil will be used:

Synthetic resins
Protective coatings
Civilian (describe use)
Military (give agency, contract number, end use, specifications if any, and delivery requirements under contract)
Artificial leather
Coated fabrics other than artificial leather
Synthetic rubber
Rubber factice
Sulfonated oil (describe end use fully, e. g., cotton dyeing and finishing, fat liquoring leather, etc.)
Industrial tape
Adhesives other than industrial tape
Binding compounds
Lubricating oil additives
Lubricants and greases
Metal working compounds
Medicinal and pharmaceutical preparations (identify)
Cosmetics
Hydraulic brake fluid
Textile oil (non-sulfonated base)
Real leathers (non-sulfonated oil base)
Plasticizers (explain by type with end uses)
Printing ink
Duplicating supplies (carbons, ribbons, stencils, etc.)

Dielectrics
Boiler feed water compound
Abrasives
Petroleum treating compounds
Insecticides
Disinfectants
Products not listed above (specify)

(2) Applications for general authorizations shall be made on Form FDA 478 by the producer or distributor who desires to deliver castor oil.

(3) All applications for specific or general authorizations shall be filed on or before the 15th day of the month preceding the month in which delivery, receipt, or use is requested: *Provided, however,* That applications for delivery, receipt, or use during July 1945 shall be filed on or before July 10, 1945. Insofar as practicable, authorizations will be issued prior to the beginning of the calendar month in which delivery, receipt, or use is requested.

(g) *Records and reports.* (1) Every producer shall, within 15 days after the end of each calendar month, execute and mail to the Order Administrator one copy of Form FDA 476 showing, separately, his actual and estimated production, deliveries, and stocks of castor oil: *Provided, however,* That reports showing production, deliveries, and stocks of castor oil for the month of June 1945 shall be executed and mailed on or before July 7, 1945.

(2) Every person who uses more than 1,000 pounds of castor oil in any calendar month shall, on or before the 15th day of the following month, execute and mail to the Bureau of the Census, Washington 25, D. C., Bureau of the Census Form BM-1. Every person who uses more than 3,000 pounds of castor oil in any calendar quarter shall, on or before the 15th day of the second month following such calendar quarter, execute and mail to the Bureau of the Census, Washington 25, D. C., Bureau of the Census Form BM-2. Nothing contained herein shall be construed as requiring any person to file more than one Form BM-1 in any month, nor more than one Form BM-2 in any quarter, except that a separate report shall be filed for each plant in which such person uses castor oil.

(3) The Director shall be entitled to obtain such information from and require such reports and the keeping of such records by, any person, as may be necessary or appropriate, in his discretion, to the enforcement or administration of the provisions of this order, subject to the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(4) Every person subject to this order shall, for at least two years or for such other period of time as the Director may designate, maintain an accurate record of his production of and transactions in castor oil.

(h) *Existing contracts.* The restrictions of this order shall be observed without regard to existing contracts or any rights accrued or payments made thereunder.

(i) *Audits and inspections.* The Director shall be entitled to make such audits or inspections of the books, rec-

ords, and other writings, premises, or stocks of castor oil of any person, and to make such investigations as may be necessary or appropriate, in his discretion, to the enforcement or administration of the provisions of this order.

(j) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional or unreasonable hardship on him may file a petition for relief with the Order Administrator. Petitions shall be in writing and shall set forth all pertinent facts and the nature of the relief sought. The Order Administrator may take any action with reference to such petition which is consistent with the authority delegated to him by the Director. If the petitioner is dissatisfied with the action taken by the Order Administrator, he may, by request addressed to the Order Administrator, obtain a review of such action by the Director. After said review, the Director may take such action as he deems appropriate, which action shall be final.

(k) *Violations.* Any person who violates any provision of this order may, in accordance with the applicable procedure, be prohibited from receiving, making any deliveries of, or using castor oil. Any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Civil action may also be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(l) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order.

(m) *Communications.* All applications for authorizations to deliver, receive or use castor oil, all reports required to be filed hereunder, and all communications concerning this order shall, unless otherwise provided, be addressed to the Order Administrator, War Food Order No. 137, Fats and Oils Branch, Office of Marketing Services, War Food Administration, Washington 25, D. C.

(n) *Territorial scope.* This order shall apply within the 48 States and the District of Columbia.

(o) *Effective date.* This order shall become effective at 12:01 a. m., e. w. t., July 1, 1945.

NOTE: All reporting and record-keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14785)

Issued this 29th day of June 1945.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 45-11592; Filed, June 29, 1945; 11:13 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 4407']

PART 3—DIGEST OF CEASE AND DESIST
ORDERS

ULTRA-VIOLET PRODUCTS, INC.

§ 3.6 (n) *Advertising falsely or misleadingly—Nature—Product:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product or service.* In connection with the offering for sale, sale or distribution of respondent's therapeutic lamp designated as "Life Lite", or any other lamp of substantially similar construction, whether sold under the same name or any other name, disseminating, etc., any advertisements by means of the United States mails, or in commerce, or by any means to induce, etc., directly or indirectly, purchase in commerce, etc., of said lamp, which advertisements represent, directly or by implication, that said lamp, (a) is a sun lamp; or that it affords benefits to the user comparable to those afforded by natural sunlight, other than the benefits resulting from the production of vitamin D, the benefits resulting from the bactericidal action of said lamp upon bacteria existing at the surface or outer layers of the skin, and the benefits resulting from the stimulation or irritation of the skin; (b) constitutes a cure or remedy or a competent or adequate treatment for barber's itch, ringworm, athlete's foot, acne, eczema, psoriasis, shingles, or erysipelas; (c) constitutes a cure or remedy for sores or ulcers, or that it constitutes a competent treatment therefor except insofar as it may stimulate the healing process in those cases in which the infection causing such conditions is confined to the surface of the skin; (d) possesses any therapeutic value in the treatment of asthma, hay fever, bronchitis, colds, sinus trouble, or discharges from the ears; (e) possesses any therapeutic value in the treatment of anemia; (f) builds up in the body resistance to diseases other than those benefited from the development in the body of vitamin D or the lamp's bactericidal action or stimulating effect on the outer layers of the skin; (g) has any tonic effect upon the blood, that it produces any chemical reaction with respect to the blood stream, or that it is of any assistance in overcoming a deficiency of white or red corpuscles; (h) builds up the resistance of the body to infection, or that it stimulates the endocrine glands; (i) affords any stimulation to the tissues of the skin in excess of such stimulation as may result from its irritating effect; (j) quiets or soothes the nerves or the nerve endings in the skin; (k) acts as an antacid or has any alkalizing effect upon the body; (l) improves the general tone of the body, makes the body strong, increases vitality, or improves mental reactions; (m) tones up the nervous system, induces sleep, or relieves pain; or (n) normalizes the chemistry of the body, improves metabolism, or builds or aids in building new tissues, except insofar as such effects are

related to the production of vitamin D resulting from the use of the lamp or from the stimulating or bactericidal effect of the lamp on the skin; or which advertisements fail to reveal that excessive exposure to said lamp either with respect to proximity or length of time may result in injury to the user; that said lamp should not be used in the case of pellagra, lupus erythematosus, or certain types of eczema; and that said lamp should never be used unless goggles are worn to protect the eyes; prohibited, subject to the provision, however, as respects the aforesaid required disclosures, that such advertisements need contain only the statement, "Caution: Use Only as Directed", if and when the directions for use, wherever they appear on the label, in the labeling, or both on the label and in the labeling, contain a warning to the above effect. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 451) [Modified cease and desist order, Ultra-Violet Products, Inc., Docket 4407, June 7, 1945]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 7th day of June A. D. 1945.

This proceeding coming on for further hearing before the Federal Trade Commission and it appearing that on June 8, 1942, the Commission made its findings as to the facts herein and concluded therefrom that the respondent, Ultra-Violet Products, Inc., a corporation, had violated the provisions of the Federal Trade Commission Act, and on June 8, 1942, issued and subsequently served its order to cease and desist upon said respondent; and it further appearing that on January 24, 1945, the United States Circuit Court of Appeals for the Ninth Circuit issued its decree modifying the aforesaid order in certain respects and affirming said order as therein modified:

Now, therefore, pursuant to the provisions of the Federal Trade Commission Act, the Commission issues this its modified order to cease and desist in conformity with said decree:

It is ordered, That said respondent, Ultra-Violet Products, Inc., a corporation, and its officers, agents, representatives and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of respondent's therapeutic lamp designated as "Life Lite", or any other lamp of substantially similar construction, whether sold under the same name or any other name, do forthwith cease and desist from, directly or indirectly:

1. Disseminating or causing to be disseminated any advertisement by means of the United States mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which represents, directly or by implication,

(a) That said lamp is a sun lamp; or that it affords benefits to the user comparable to those afforded by natural sunlight, other than the benefits resulting from the production of vitamin D, the benefits resulting from the bactericidal action of said lamp upon bacteria existing at the surface or outer

layers of the skin, and the benefits resulting from the stimulation or irritation of the skin;

(b) That said lamp constitutes a cure or remedy or a competent or adequate treatment for barber's itch, ringworm, athlete's foot, acne, eczema, psoriasis, shingles, or erysipelas;

(c) That said lamp constitutes a cure or remedy for sores or ulcers, or that it constitutes a competent treatment therefor except insofar as it may stimulate the healing process in those cases in which the infection causing such conditions is confined to the surface of the skin;

(d) That said lamp possesses any therapeutic value in the treatment of asthma, hay fever, bronchitis, colds, sinus trouble, or discharges from the ears;

(e) That said lamp possesses any therapeutic value in the treatment of anemia;

(f) That said lamp builds up in the body resistance to diseases other than those benefited from the development in the body of vitamin D or the lamp's bactericidal action or stimulating effect on the outer layers of the skin.

(g) That said lamp has any tonic effect upon the blood, that it produces any chemical reaction with respect to the blood stream, or that it is of any assistance in overcoming a deficiency of white or red corpuscles;

(h) That said lamp builds up the resistance of the body to infection, or that it stimulates the endocrine glands;

(i) That said lamp affords any stimulation to the tissues of the skin in excess of such stimulation as may result from its irritating effect;

(j) That said lamp quiets or soothes the nerves or the nerve endings in the skin;

(k) That said lamp acts as an antacid or has any alkalizing effect upon the body;

(l) That said lamp improves the general tone of the body, makes the body strong, increases vitality, or improves mental reactions;

(m) That said lamp tones up the nervous system, induces sleep, or relieves pain;

(n) That said lamp normalizes the chemistry of the body, improves metabolism, or builds or aids in building new tissues, except insofar as such effects are related to the production of vitamin D resulting from the use of the lamp or from the stimulating or bactericidal effect of the lamp on the skin.

2. Disseminating or causing to be disseminated any advertisement by means of the United States mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which fails to reveal that excessive exposure to said lamp either with respect to proximity or length of time may result in injury to the user; that said lamp should not be used in the case of pellagra, lupus erythematosus, or certain types of eczema; and that said lamp should never be used unless goggles are worn to protect the eyes: *Provided, however*, That such advertisement need contain only the statement, "Caution: Use

Only as Directed," if and when the directions for use, wherever they appear on the label, in the labeling, or both on the label and in the labeling, contain a warning to the above effect.

3. Disseminating or causing to be disseminated any advertisement by any means for the purpose of inducing, or which is likely to induce, directly or indirectly, the purchase in commerce, as "commerce" is defined in the Federal Trade Commission Act, of said lamp, which contains any representation prohibited in paragraph 1 hereof, or which fails to comply with the affirmative requirements set forth in paragraph 2 hereof.

It is further ordered, That said respondent corporation shall, within thirty (30) days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 45-11545; Filed, June 29, 1945;
10:00 a. m.]

[File No. 21-389]

PART 163—BUTTON JOBBING INDUSTRY PROMULGATION OF TRADE PRACTICE RULES

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 29th day of June A. D. 1945.

Due proceedings having been held under the trade practice conference procedure in pursuance of the Act of Congress approved September 26, 1914, as amended (Federal Trade Commission Act), and other provisions of law administered by the Commission;

It is now ordered, That the trade practice rules of Group I and Group II, as hereinafter set forth, which have been approved and received, respectively, by the Commission in this proceeding, be promulgated as of June 30, 1945.

Statement by the Commission

Trade practice rules for the Button Jobbing Industry, as hereinafter set forth, are promulgated by the Federal Trade Commission under the trade practice conference procedure.

A primary purpose of the rules is to maintain free and fair competition for the protection of the buying public and the industry through the elimination and prevention of harmful trade practices. To this end various unfair methods of competition, unfair or deceptive acts or practices, and other trade evils are listed and proscribed. Certain additional provisions included are likewise in support of sound business methods.

The rules apply to the business of selling and distributing all kinds of buttons and related articles. Such products are jobbed or wholesaled by members of the industry for use in the manufacturing trades, and for distribution or resale to the public generally. They are purchased by garment manufacturers and

others for use on the many different products requiring buttons, particularly wearing apparel for men, women, and children. They are also purchased by retailers and other resellers from members of the industry for sale to the purchasing public. Total annual sales aggregate \$25,000,000 at wholesale prices.

Proceedings for establishment of the rules were instituted upon application of industry members. A general trade practice conference of the industry was held by the Commission in New York City, and at such conference suggested rules were considered. Subsequently, a draft of the proposed rules in appropriate form was published for the information of all concerned and public notice was issued affording interested or affected parties opportunity to present their views, including such pertinent information, suggestions, or objections as they desired to offer, and to be heard in the premises. Accordingly, hearing was held in Washington, D. C., and all matters presented, or otherwise received in the proceeding, were duly considered.

Thereafter, and upon full consideration, final action was taken by the Commission whereby it approved and received respectively, the following trade practice rules in Group I and Group II:

The Rules

These rules promulgated by the Commission are designed to foster and promote the maintenance of fair competitive conditions in the interest of the industry and the public. Their operation is to be directed toward this end and is not to permit of the use of any practice which suppresses competition, restrains trade, fixes or controls price through combination or agreement, or which otherwise injures, destroys, or prevents competition.

Group I

The unfair trade practices embraced in the Group I rules herein are considered to be unfair methods of competition, unfair or deceptive acts or practices, or other illegal practices, prohibited under laws administered by the Federal Trade Commission; and appropriate proceedings in the public interest will be taken by the Commission to prevent the use, by any person, partnership, corporation, or other organization subject to its jurisdiction, or such unlawful practices in commerce.

Sec.

- 163.1 Misrepresentation and deception.
- 163.2 Defamation of competitors or disparagement of their products.
- 163.3 Enticing away employees of competitors.
- 163.4 Inducing breach of contract.
- 163.5 Selling below cost.
- 163.6 Procurement of competitors' confidential information by unfair means and wrongful use thereof.
- 163.7 Commercial bribery.
- 163.8 False invoicing.
- 163.9 Consignment shipping.
- 163.10 Discrimination.
- 163.11 Imitation of trade-marks, etc.
- 163.12 Combination or coercion to fix prices, suppress competition, or restrain trade.

AUTHORITY: §§ 163.1 to 163.12, inclusive, issued under 38 Stat. 717, as amended, and

pursuant to other provisions of law administered by the Commission.

§ 163.1 *Misrepresentation and deception.* (a) It is an unfair trade practice to use, or cause or promote the use of, any trade promotional literature, advertising matter, mark, brand, label, designation, or representation, however disseminated or published, which has the capacity and tendency or effect of misleading or deceiving purchasers or prospective purchasers with respect to the price, grade, quality, quantity, substance, character, nature, size, use, design, preparation, manufacture, or distribution of any product of the industry, or in any other material respect.

(b) It is an unfair trade practice (1) to cause any buttons or other products of the industry of foreign origin to be represented, directly or indirectly, as being domestic products or as not having been imported from or manufactured in a foreign country; or (2) to conceal the fact that such products are of foreign origin either by failing to clearly mark the country of origin on the display cards or containers, or by other deceptive concealment.

NOTE: Nothing herein shall be construed as relieving anyone of such further marking as may be required by applicable laws or regulations thereunder.

[Rule 1]

§ 163.2 *Defamation of competitors or disparagement of their products.* The defamation of competitors by falsely imputing to them dishonorable conduct, inability to perform contracts, questionable credit standing, or by other false representations, or the false disparagement of the products of competitors in any respect, or of their business methods, selling prices, values, credit terms, policies, or services, is an unfair trade practice. [Rule 2]

§ 163.3 *Enticing away employees of competitors.* Wilfully enticing away the employees of competitors, with the purpose and effect of thereby hampering or injuring competitors in their business and destroying or substantially lessening competition, is an unfair trade practice.

NOTE: Nothing in this section shall be construed as prohibiting employees or agents from seeking more favorable employment.

[Rule 3]

§ 163.4 *Inducing breach of contract.* Inducing or attempting to induce the breach of existing lawful contracts between competitors and their customers or their suppliers by any false or deceptive means whatsoever, or interfering with or obstructing the performance of any such contractual duties or services by any such means, with the purpose and effect of unduly hampering, injuring, or prejudicing competitors in their business, is an unfair trade practice. [Rule 4]

§ 163.5 *Selling below cost.* The practice of selling industry products below the seller's cost, when pursued with wrongful intent of thereby injuring a competitor and where the effect of such practice is to unreasonably restrain

trade, tend to create a monopoly, or substantially lessen competition, is an unfair trade practice.

This section is not to be construed as prohibiting all sales below cost, but only such selling below the seller's cost as is resorted to and pursued as a monopolistic practice with the wrongful intent referred to and coupled with the effect of unreasonably restraining trade, tending to create a monopoly, or substantially lessening competition.

All elements recognized by good accounting practice as proper elements of such cost shall be included in determining cost under this section. The costs referred to in the section are actual costs of the respective seller and not some other figure or average costs in the industry, determined by an industry cost survey or otherwise. [Rule 5]

§ 163.6 *Procurement of competitors' confidential information by unfair means and wrongful use thereof.* It is an unfair trade practice for any member of the industry to obtain information concerning the business of a competitor by bribery of an employee or agent of such competitor, by false or misleading statements or representations, by the impersonation of one in authority, or by any other unfair means, and to use the information so obtained in such manner as to injure said competitor in his business or to suppress competition or unreasonably restrain trade. [Rule 6]

§ 163.7 *Commercial bribery.*—(a) *In selling or marketing.* It is an unfair trade practice for a member of the industry, directly or indirectly, to give, or offer to give, or permit or cause to be given, money or anything of value to agents, employees, or representatives of customers or prospective customers, or to agents, employees, or representatives of competitors' customers or prospective customers, without the knowledge of their employers or principals, as an inducement to influence their employers or principals to purchase or contract to purchase products manufactured or sold by such industry member or the maker of such gift or offer, or to influence such employers or principals to refrain from dealing in the products of competitors or from dealing or contracting to deal with competitors.

(b) *In purchasing supplies.* It is an unfair trade practice for any member of the industry, directly or indirectly, to bribe an employee or agent of a supplier to induce such supplier to discriminate in favor of such member of the industry over other purchasers from such supplier, with the effect of thereby hampering a competitor of such member in his business and destroying or substantially lessening competition. (See also § 163.10 (e), relative to procurement of illegal discrimination in price.) [Rule 7]

§ 163.8 *False invoicing.* Withholding from or inserting in an invoice any statements or information by reason of which omission or insertion a false record is made, wholly or in part, of the transaction represented on the face of such invoice, with the effect of thereby misleading or deceiving purchasers or prospective

purchasers, is an unfair trade practice. [Rule 8]

§ 163.9 *Consignment shipping.* It is an unfair trade practice for any member of the industry to use the practice of shipping goods on consignment or pretended consignment for the purpose and with the effect of artificially clogging trade outlets and unduly restricting competitors' use of said trade outlets in getting their goods to consumers through regular channels of distribution, or with such purpose to entirely close said trade outlets to such competitors so as to substantially lessen competition or tend to create a monopoly or to unreasonably restrain trade: *Provided, however,* That nothing herein shall be construed or used as restricting or preventing consignment shipping or marketing of commodities in good faith and without artificial interference with competitors' use of the usual channels of distribution in such manner as thereby to suppress competition or restrain trade. [Rule 9]

§ 163.10 *Discrimination.*—(a) *Prohibited discriminatory prices, or rebates, refunds, discounts, credits, etc., which effect unlawful price discrimination.* It is an unfair trade practice for any member of the industry engaged in commerce,¹ in the course of such commerce, to grant or allow, secretly or openly, directly or indirectly, any rebate, refund, discount, credit, or other form of price differential (whether in the guise of samples or otherwise), where such rebate, refund, discount, credit or other form of price differential, effects a discrimination in price between different purchasers of goods of like grade and quality, where either or any of the purchases involved therein are in commerce,¹ and where the effect thereof may be substantially to lessen competition or tend to create a monopoly in any line of commerce,¹ or to injure, destroy, or prevent competition with any person who either grants or knowingly receives the benefit of such discrimination, or with customers of either of them: *Provided, however:*

(1) That the goods involved in any such transaction are sold for use, consumption, or resale within any place under the jurisdiction of the United States;

(2) That nothing herein contained shall prevent differentials which make only due allowance for differences in the cost of manufacture, sale, or delivery resulting from the differing methods or quantities in which such commodities are to such purchasers sold or delivered;

¹ As here used, the word "commerce" means "trade or commerce among the several States and with foreign nations, or between the District of Columbia or any Territory of the United States and any State, Territory, or foreign nation, or between any insular possessions or other places under the jurisdiction of the United States, or between any such possession or place and any State or Territory of the United States or the District of Columbia or any foreign nation, or within the District of Columbia or any Territory or any insular possession or other place under the jurisdiction of the United States," (exclusive, however, of the Philippine Islands.)

(3) That nothing herein contained shall prevent persons engaged in selling goods, wares, or merchandise in commerce¹ from selecting their own customers in bona fide transactions and not in restraint of trade;

(4) That nothing herein contained shall prevent price changes from time to time where made in response to changing conditions affecting either (i) the market for the goods concerned, or (ii) the marketability of the goods, such as, but not limited to, actual or imminent deterioration of perishable goods, obsolescence of seasonal goods, distress sales under court process, or sales in good faith in discontinuance of business in the goods concerned.

(b) *Prohibited brokerage and commissions.* It is an unfair trade practice for any member of the industry engaged in commerce,¹ in the course of such commerce, to pay or grant, or to receive or accept, anything of value as a commission, brokerage, or other compensation, or any allowance or discount in lieu thereof, except for services rendered in connection with the sale or purchase of goods, wares, or merchandise, either to the other party to such transaction or to an agent, representative, or other intermediary therein where such intermediary is acting in fact for or in behalf, or is subject to the direct or indirect control, of any party to such transaction other than the person by whom such compensation is so granted or paid.

(c) *Prohibited advertising or promotional allowances, etc.* It is an unfair trade practice for any member of the industry engaged in commerce¹ to pay or contract for the payment of advertising or promotional allowances or any other thing of value to or for the benefit of a customer of such member in the course of such commerce as compensation or in consideration for any services or facilities furnished by or through such customer in connection with the processing, handling, sale, or offering for sale of any products or commodities manufactured, sold, or offered for sale by such member, unless such payment or consideration is available on proportionally equal terms to all other customers competing in the distribution of such products or commodities.

(d) *Prohibited discriminatory services or facilities.* It is an unfair trade practice for any member of the industry to discriminate in favor of one purchaser against another purchaser or purchasers of a commodity bought for resale, with or without processing, by contracting to furnish or furnishing, or by contributing to the furnishing of, any services or facilities connected with the processing, handling, sale, or offering for sale of such commodity so purchased upon terms not accorded to all purchasers on proportionally equal terms.

(e) *Inducing or receiving an illegal discrimination in price.* It is an unfair trade practice for any member of the industry engaged in commerce,¹ in the course of such commerce, knowingly to induce or receive a discrimination in price which is prohibited by the foregoing provisions of this section.

(f) *Purchases by schools, colleges, universities, public libraries, churches, hospitals, and charitable institutions not operated for profit.* The foregoing provisions of this section relate to practices within the purview of the Robinson-Patman Antidiscrimination Act, which Act and the application thereunder of this section are subject to the limitations expressed in the amendment to such Robinson-Patman Antidiscrimination Act, which amendment was approved May 26, 1938, and reads as follows:

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That nothing in the Act approved June 19, 1936 (Public, Numbered 692, Seventy-fourth Congress, second session), known as the Robinson-Patman Antidiscrimination Act, shall apply to purchases of their supplies for their own use by schools, colleges, universities, public libraries, churches, hospitals, and charitable institutions not operated for profit." (52 Stat. 446; United States Code, 1940 edition, Title 15, sec. 13c.)

[Rule 10]

§ 163.11 *Imitation of trade-marks, etc.* The practice of imitating or causing to be imitated, or directly or indirectly promoting or aiding the imitation of, the trade-marks, trade names, or other exclusively owned symbols or marks of identification of competitors, or the exclusively owned patterns or designs of competitors which have been patented and have not been directly or by operation of law dedicated to the public, with the capacity and tendency or effect of thereby misleading or deceiving purchasers, prospective purchasers, or the consuming public, is an unfair trade practice. [Rule 11]

§ 163.12 *Combination or coercion to fix prices, suppress competition, or restrain trade.* It is an unfair trade practice for a member of the industry, or any other person:

(a) To use, directly or indirectly, any form of threat, intimidation, or coercion against any member of the industry or other person, to unlawfully fix, maintain, or enhance prices, suppress competition, or restrain trade; or

(b) To enter into or take part in, directly or indirectly, any agreement, understanding, combination, conspiracy, or concerted action with one or more members of the industry, or with one or more other persons, to unlawfully fix, maintain, or enhance prices, suppress competition, or restrain trade. [Rule 12]

GROUP II

Compliance with trade practice provisions embraced in Group II rules is considered to be conducive to sound business methods and is to be encouraged and promoted individually or through voluntary cooperation exercised in accordance with existing law. Nonobservance of such rules does not, per se, constitute violation of law. Where, however, the practice of not complying with any such Group II rules is followed in such manner as to result in unfair methods of competition, or unfair or deceptive acts or practices, corrective proceedings may be

instituted by the Commission as in the case of violation of Group I rules.

RULE A. Giving of samples. The industry disapproves the giving of samples without charge except only as may be necessary to acquaint purchasers or prospective purchasers with the grade or quality of the product offered for sale, and where the giving of such samples by any member of the industry is not practiced or accomplished in such way or to such extent as to effectuate an illegal discrimination in price contrary to the provisions of § 163.10.

RULE B. Arbitration. The industry approves the practice of handling business disputes between members of the industry and their customers in a fair and reasonable manner, coupled with a spirit of moderation and good will, and every effort should be made by the disputants themselves to compose their differences. If unable to do so they should, if possible, submit these disputes to arbitration.

RULE C. Repudiation of contracts. Lawful contracts are business obligations which should be performed in letter and in spirit. The cancellation or repudiation of contracts by sellers on a rising market or by buyers on a declining market is condemned by the industry.

Promulgated and issued by the Federal Trade Commission June 30, 1945.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 45-11549; Filed, June 29, 1945;
10:57 a. m.]

[File No. 21-385]

PART 164—LOW PRESSURE REFRIGERANTS
INDUSTRY

PROMULGATION OF TRADE PRACTICE RULES

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 29th day of June A. D. 1945.

Due proceedings having been held under the trade practice conference procedure in pursuance of the Act of Congress approved September 26, 1914, as amended (Federal Trade Commission Act), and other provisions of law administered by the Commission:

It is now ordered, That the trade practice rules of Group I and Group II, as hereinafter set forth, which have been approved and received, respectively, by the Commission in this proceeding, be promulgated as of June 30, 1945.

Statement by the Commission

Trade practice rules for the Low Pressure Refrigerants Industry, as hereinafter set forth, are promulgated by the Federal Trade Commission under the trade practice conference procedure.

Low pressure refrigerants are those having a vapor pressure of not more than 100 pounds per square inch, absolute, at a temperature of 70 degrees Fahrenheit. Included therein are sulphur dioxide, methyl chloride, various Freons and other actual or potential refrigerants.

The products are produced by manufacturers in the industry in the form of

compressed liquified gases or as liquids. They form the cooling agent in mechanical refrigerators used in the home, in meat shops and stores, and in quick freezing units. The products are also used extensively as the cooling agent in equipment for the preservation of food aboard ship, and in refrigerator cars and vessels for the transportation of perishable commodities. Such refrigerants are also essential to most forms of comfort cooling or air-conditioning in homes, office buildings, business establishments, hospitals—particularly operating rooms—in trains, places of entertainment or public gatherings, and in other places.

The refrigerants are stored, sold, and distributed in large metal drums and in pressure cylinders of different sizes ranging from 3 pounds to several hundred pounds capacity. Manufacturing members of the industry sell and distribute the refrigerants in such containers to wholesale and retail dealers, refrigeration supply jobbers, refrigeration machine manufacturers, service organizations whose members repair refrigeration machinery, and to owners of such machinery. Sales are also made by the jobbers, wholesalers, retailers, and repairmen, to consumers and other purchasers, either in the original containers or in smaller ones to which the product has been transferred. Total sales to the purchasing public of low pressure refrigerants of all kinds are at present in the neighborhood of \$25,000,000 per annum.

The rules are issued in the interest of maintaining free and fair competition in the marketing of the refrigerants throughout the various channels of trade and to the purchasing public. To this end various deceptive and discriminatory practices and other trade evils are listed and proscribed. Their elimination and prevention is required for protection of business and the buying public.

Proceedings for establishment of the rules were instituted upon application from members of the industry. A general trade practice conference for the industry was held by the Commission in New York City at which suggested rules were considered. Thereafter draft of the proposed rules in appropriate form was published by the Commission and made available to all interested or affected parties upon public notice whereby they were afforded opportunity to present their views, including such pertinent information, suggestions, or objections as they desired to offer, and to be heard in the premises. Pursuant to the notice, such hearing was held in Washington, D. C., and all matters presented or otherwise received were duly considered.

Thereupon, and after full consideration of the entire matter, final action was taken by the Federal Trade Commission whereby it approved and received, respectively, the trade practice rules appearing in Group I and Group II, as follows:

The Rules

These rules promulgated by the Commission are designed to foster and promote the maintenance of fair competitive practices in harmony with law and

the public interest. They are not to be used, directly or indirectly, as part of, or in connection with, any unlawful combination or agreement to fix prices, or to suppress competition, or otherwise to restrain trade.

Group I

The unfair trade practices embraced in the Group I rules herein are considered to be unfair methods of competition, unfair or deceptive acts or practices, or other illegal practices, prohibited under laws administered by the Federal Trade Commission; and appropriate proceedings in the public interest will be taken by the Commission to prevent the use, by any person, partnership, corporation, or other organization subject to its jurisdiction, of such unlawful practices in commerce.

Sec.

- 164.1 Misrepresentation in diverse forms.
- 164.2 Deception in respect to "heels."
- 164.3 Deception in respect to refrigerant containers.
- 164.4 Deceptive use of refrigerant containers.
- 164.5 Defamation of competitors or disparagement of their products.
- 164.6 Imitation of trade-marks, trade names, etc.
- 164.7 Commercial bribery.
- 164.8 Inducing breach of contract.
- 164.9 False invoicing.
- 164.10 Procurement of competitors' confidential information by unfair means and wrongful use thereof.
- 164.11 Consignment distribution.
- 164.12 Selling below cost.
- 164.13 Combination or coercion to fix prices, suppress competition, or restrain trade.
- 164.14 Discrimination.
- 164.15 Discrimination as to return of cylinders or containers, and discrimination in refunding of deposits on cylinders or containers.

AUTHORITY: §§ 164.1 to 164.15, inclusive, issued under 38 Stat. 717, as amended, and pursuant to other provisions of law administered by the Commission.

§ 164.1 *Misrepresentation in diverse forms.* It is an unfair trade practice to use, or cause or promote the use of, any trade promotional literature, advertising matter, guarantee, warranty, mark, brand, label, designation, or representation, however disseminated or published:

(a) Which has the capacity and tendency or effect of misleading or deceiving the purchasing or consuming public with respect to the grade, quality, quantity, origin, efficacy, price, ingredients, safety, preparation, manufacture, or distribution of any industry product; or

(b) Which is false, misleading, or deceptive in any other material respect. [Rule 1]

§ 164.2 *Deception in respect to "heels."* It is an unfair trade practice to represent to purchasers or prospective purchasers that refunds will be credited or paid for "heels" when such refunds are not actually made, or when such "heels" do not actually exist, or when such representation is otherwise false, misleading, or deceptive. (For inhibited discriminations in respect of "heels," see § 164.14.) (The term "heels" as used in

this part refers to the small residual portion of refrigerant remaining in the cylinder or container and returned therein by the purchaser to the manufacturer, such residual portion however, not being regarded as "heels" if it exceeds 10% of the full capacity of the respective container.) [Rule 2]

§ 164.3 *Deception in respect of refrigerant containers.* It is an unfair trade practice to cause any refrigerant shipped or delivered in a cylinder or container not complying fully with appropriate regulations of the Interstate Commerce Commission to be represented or passed off, directly or indirectly, as and for a refrigerant shipped or delivered in cylinders or containers which do comply with such regulations.

NOTE: Nothing in this section shall be construed as relieving any member of the industry or other party of the necessity of complying with all of the rules and regulations of the Interstate Commerce Commission relative to the shipment or delivery in commerce in cylinders or containers of the various compressed refrigerants used, including requirements as to packing, testing, re-testing, marking, qualification, and maintenance of cylinders, etc.; and no misrepresentation or deception, direct or indirect, shall be practiced in the sale or distribution of industry products respecting any such matters.

[Rule 3]

§ 164.4 *Deceptive use of refrigerant containers.* The use by any member of the industry of the refrigerant cylinder or container of a competitor with the capacity and tendency or effect of thereby misleading or deceiving purchasers or prospective purchasers, or the unauthorized use of a competitor's container with the effect of prejudicing such competitor in his business, is an unfair trade practice.

NOTE: Owing to the responsibility of the owners of containers involving compliance with Interstate Commerce Commission Specifications or requiring periodic testing of such containers, the industry recommends that containers which bear a competitor's identification marks should not be used without owner's permission evidenced by bill of sale, lease, or other instrument in writing, or duly recorded transfer of ownership on the records of I.C.C.)

[Rule 4]

§ 164.5 *Defamation of competitors or disparagement of their products.* The defamation of competitors by falsely imputing to them dishonorable conduct, inability to perform contracts, questionable credit standing, or by other false representations, or the false disparagement of the grade, quality, quantity, origin, efficacy, price, ingredients, safety, preparation, manufacture, or distribution of the products of competitors, or of their business methods, selling prices, values, credit terms, policies, or services, is an unfair trade practice. [Rule 5]

§ 164.6 *Imitation of trade-marks, trade names, etc.* The practice of imitating or causing to be imitated, or directly or indirectly promoting the imitation of, the trade-marks, trade names, or other exclusively owned symbols or marks of identification of competitors, having the capacity and tendency or effect of

misleading or deceiving purchasers or prospective purchasers, is an unfair trade practice. [Rule 6]

§ 164.7 *Commercial bribery.* It is an unfair trade practice for a member of the industry, directly or indirectly, to give, or offer to give, or permit or cause to be given, money or anything of value to agents, employees, or representatives of customers or prospective customers, or to agents, employees, or representatives of competitors' customers or prospective customers, without the knowledge of their employers or principals, as an inducement to influence their employers or principals to purchase or contract to purchase products manufactured or sold by such industry member or the maker of such gift or offer, or to influence such employers or principals to refrain from dealing in the products of competitors or from dealing or contracting to deal with the competitors. [Rule 7]

§ 164.8 *Inducing breach of contract.* Inducing or attempting to induce the breach of existing lawful contracts between competitors and their customers or their suppliers by any false or deceptive means whatsoever, or interfering with or obstructing the performance of any such contractual duties or services by any such means, with the purpose and effect of unduly hampering, injuring, or prejudicing competitors in their business, is an unfair trade practice. [Rule 8]

§ 164.9 *False invoicing.* It is an unfair trade practice to withhold from or insert in invoices any statements or information by reason of which omission or insertion a false record is made, wholly or in part, of the transactions represented on the face of such invoices, with the effect of thereby misleading or deceiving purchasers or prospective purchasers. [Rule 9]

§ 164.10 *Procurement of competitors' confidential information by unfair means and wrongful use thereof.* It is an unfair trade practice for any member of the industry to obtain information concerning the business of a competitor by bribery of an employee or agent of such competitor, by false or misleading statements or representations, by the impersonation of one in authority, or by any other unfair means, and to use the information so obtained in such manner as to injure said competitor in his business or to suppress competition or unreasonably restrain trade. [Rule 10]

§ 164.11 *Consignment distribution.* It is an unfair trade practice for any member of the industry to employ the practice of shipping industry products on consignment or pretended consignment for the purpose and with the effect of artificially clogging or closing trade outlets and unduly restricting competitors' use of said trade outlets in getting their products to consumers through regular channels of distribution, thereby injuring, destroying, or preventing competition or tending to create a monopoly or to unreasonably restrain trade. Nothing in this section shall be construed as restricting or preventing consignment shipping or marketing of industry products in good faith where suppression of competition, restraint of trade, or un-

due interference with competitors' use of the usual channels of distribution, is not effected. [Rule 11]

§ 164.12 *Selling below cost.* The practice of selling industry products below the seller's cost with the intent and with the effect of injuring a competitor and where the effect may be substantially to lessen competition or tend to create a monopoly or unreasonably restrain trade is an unfair trade practice. All elements recognized by good accounting practice as proper elements of such cost shall be included in determining cost under this section. The costs, however, which are referred to in the section are actual costs of the respective seller and not some other figure or average costs in the industry determined by an industry cost survey or otherwise. [Rule 12]

§ 164.13 *Combination or coercion to fix prices, suppress competition, or restrain trade.* It is an unfair trade practice for a member of the industry or any person, firm, partnership, corporation, or association,

(a) To use, directly or indirectly, any form of threat, intimidation, or coercion against any member of the industry to unlawfully fix, maintain, or enhance prices, suppress competition, or restrain trade; or

(b) To enter into or take part in, directly or indirectly, any agreement, understanding, combination, conspiracy, or concert of action with one or more members of the industry, or with one or more persons, firms, partnerships, corporations, or associations, to unlawfully fix, maintain, or enhance prices, suppress competition, or restrain trade. [Rule 13]

§ 164.14 *Discrimination.*—(a) *Prohibited discriminatory prices, or rebates, refunds, discounts, credits, etc., which effect unlawful price discrimination.* It is an unfair trade practice for any member of the industry engaged in commerce,¹ in the course of such commerce, to grant or allow, secretly or openly, directly or indirectly, any rebate, so-called "heel" refund, or other refund, discount, credit, or other form of price differential, where such rebate, so-called "heel" refund, or other refund, discount, credit, or other form of price differential, effects a discrimination in price between different purchasers of goods of like grade and quality, where either or any of the purchases involved therein are in commerce,¹ and where the effect thereof may be substantially to lessen competition or tend to create a monopoly in any line of com-

merce,¹ or to injure, destroy, or prevent competition with any person who either grants or knowingly receives the benefit of such discrimination, or with customers of either of them: *Provided, however:*

(1) That the goods involved in any such transaction are sold for use, consumption, or resale within any place under the jurisdiction of the United States;

(2) That nothing herein contained shall prevent differentials which make only due allowance for differences in the cost of manufacture, sale, or delivery resulting from the differing methods or quantities in which such commodities are to such purchasers sold or delivered;

(3) That nothing herein contained shall prevent persons engaged in selling goods, wares, or merchandise in commerce¹ from selecting their own customers in bona fide transactions and not in restraint of trade;

(4) That nothing herein contained shall prevent price changes from time to time where made in response to changing conditions affecting either (i) the market for the goods concerned, or (ii) the marketability of the goods, such as, but not limited to, actual or imminent deterioration of perishable goods, obsolescence of seasonal goods, distress sales under court process, or sales in good faith in discontinuance of business in the goods concerned.

(b) *Prohibited brokerage and commissions.* It is an unfair trade practice for any member of the industry engaged in commerce,¹ in the course of such commerce, to pay or grant, or to receive or accept, anything of value as a commission, brokerage, or other compensation, or any allowance or discount in lieu thereof, except for services rendered in connection with the sale or purchase of goods, wares, or merchandise, either to the other party to such transaction or to an agent, representative, or other intermediary therein where such intermediary is acting in fact for or in behalf, or is subject to the direct or indirect control, of any party to such transaction other than the person by whom such compensation is so granted or paid.

(c) *Prohibited advertising or promotional allowances, etc.* It is an unfair trade practice for any member of the industry engaged in commerce¹ to pay or contract for the payment of advertising or promotional allowances or any other thing of value to or for the benefit of a customer of such member in the course of such commerce as compensation or in consideration for any services or facilities furnished by or through such customer in connection with the processing, handling, sale, or offering for sale of any products or commodities manufactured, sold, or offered for sale by such member, unless such payment or consideration is available on proportionally equal terms to all other customers competing in the distribution of such products or commodities.

(d) *Prohibited discriminatory services or facilities.* It is an unfair trade practice for any member of the industry to

discriminate in favor of one purchaser against another purchaser or purchasers of a commodity bought for resale, with or without processing, by contracting to furnish or furnishing, or by contributing to the furnishing of, any services or facilities connected with the processing, handling, sale, or offering for sale of such commodity so purchased upon terms not accorded to all purchasers on proportionally equal terms.

(e) *Inducing or receiving an illegal discrimination in price.* It is an unfair trade practice for any member of the industry engaged in commerce¹, in the course of such commerce, knowingly to induce or receive a discrimination in price which is prohibited by the foregoing provisions of this section.

(f) *Purchases by schools, colleges, universities, public libraries, churches, hospitals, and charitable institutions not operated for profit.* The foregoing provisions of this section relate to practices within the purview of the Robinson-Patman Antidiscrimination Act, which Act and the application thereunder of this section are subject to the limitations expressed in the amendment to such Robinson-Patman Antidiscrimination Act, which amendment was approved May 26, 1938, and reads as follows:

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That nothing in the Act approved June 19, 1938 (Public, Numbered 692, Seventy-fourth Congress, second session), known as the Robinson-Patman Antidiscrimination Act, shall apply to purchases of their supplies for their own use by schools, colleges, universities, public libraries, churches, hospitals, and charitable institutions not operated for profit. (52 Stat. 446; United States Code, 1940 edition, Title 15, Sec. 13c.)

[Rule 14]

§ 164.15 *Discrimination as to return of cylinders or containers, and discrimination in refunding of deposits on cylinders or containers.* It is an unfair trade practice for any member of the industry engaged in commerce¹ to discriminate in favor of one customer-purchaser against another customer-purchaser of industry products, bought from such member of the industry for resale, by contracting to furnish or furnishing in connection therewith:

(a) The service or facility whereby such favored purchaser is accorded the right or privilege of retaining refrigerant cylinders or containers on more favorable conditions, including longer periods of time, than those accorded other customer-purchasers and upon terms not accorded to all customer-purchasers on proportionally equal terms; or

(b) The service or facility whereby such favored purchaser is accorded the right or privilege of receiving the return of deposits or allowances upon terms not accorded to all customer-purchasers on proportionally equal terms. [Rule 15]

Group II

Compliance with trade practice provisions embraced in Group II rules is considered to be conducive to sound business methods and is to be encouraged

¹ As here used, the word "commerce" means "trade or commerce among the several States and with foreign nations, or between the District of Columbia or any Territory of the United States and any State, Territory, or foreign nation, or between any insular possessions or other places under the jurisdiction of the United States, or between any such possession or place and any State or Territory of the United States or the District of Columbia or any foreign nation, or within the District of Columbia or any Territory or any insular possession or other place under the jurisdiction of the United States," (exclusive, however, of the Philippine Islands.)

and promoted individually or through voluntary cooperation exercised in accordance with existing law. Nonobservance of such rules does not, per se, constitute violation of law. Where, however, the practice of not complying with any such Group II rules is followed in such manner as to result in unfair methods of competition, or unfair or deceptive acts or practices, corrective proceedings may be instituted by the Commission as in the case of violation of Group I rules.

RULE A. Return of cylinders. (a) Recognizing that the rate of cylinder return affects the cost of marketing refrigerants, and desiring to give the best possible service at the lowest possible cost to the purchaser, the industry seeks to encourage prompt return of empty cylinders.

(b) Cylinders that do not circulate freely and are thus used for storage by purchasers of the refrigerant greatly increase the cost and difficulty of doing business. The industry recommends that such cylinders, if not returned after a reasonable period of time, may properly be considered the property of the purchasers of the refrigerant and believes a delay of more than two years in making such return an unreasonable length of time for this purpose.

RULE B. Return of merchandise. The practice, by members of the industry, of selling merchandise and later permitting the purchaser to return it for credit or refund of purchase price, without just cause, creates waste and loss, increases the cost of doing business to the detriment of both the industry and the public, and is condemned by the industry, subject, however, to the requirements and limitations set forth in the provisions of Rules 14 and 15 of Group I, herein, and subject also to the general limitation that members of the industry shall not engage in any combination or conspiracy in restraint of trade, or use any other illegal methods in the regulation, control, or prevention of the return of merchandise.

RULE C. Differentiating between wholesale and retail transactions. Where products of the industry are sold at wholesale and retail in the same establishment, the failure on the part of such concern correctly to differentiate between or identify the two types of transactions, where the result may be to create confusion and deception as to the character of the transaction in the minds of purchasers or prospective purchasers, is condemned by the industry.

RULE D. Dissemination of credit information. The industry records its approval of the distribution among members of the industry of information covering delinquent and slow credit accounts insofar as such may be lawfully done.

Promulgated and issued by the Federal Trade Commission June 30, 1945.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 45-11548; Filed, June 29, 1945; 10:57 a. m.]

TITLE 21—FOOD AND DRUGS

Chapter I—Food and Drug Administration

PART 155—SEA FOOD INSPECTION

INSPECTION OF CANNED SHRIMP

Under the authority of section 702A¹ of the Federal Food, Drug, and Cosmetic Act each of the sections hereinafter specified of the regulations for the inspection of canned shrimp published in the FEDERAL REGISTER of July 2, 1942, and as amended in the FEDERAL REGISTER of June 10, 1943 (8 F.R. 7751) and June 15, 1944 (9 F.R. 6583-4) is hereby amended as indicated below:

In § 155.00 (a), "\$202.50" is changed to "\$225."

In § 155.02 (a), "\$135" is changed to "\$150."

In § 155.12 (a), "six (6) cents" is changed to "ten (10) cents" and "\$300" to "\$500."

In § 155.12 (b), "\$135" in each instance where it appears is changed to "\$150"; "\$202.50" in each instance where it appears is changed to "\$225"; "\$4.50" is changed to "\$5.00".

These amendments shall become effective upon their publication in the FEDERAL REGISTER but shall apply only to service to be rendered after July 1, 1945. All applications for such service to be rendered after July 1, 1945, shall be submitted in accordance with these regulations as amended hereby.

(52 Stat. 1040, 21 U.S.C. 301, et seq.)

Dated: June 28, 1945.

[SEAL] WATSON B. MILLER,
Acting Administrator.

[F. R. Doc. 45-11550; Filed, June 29, 1945; 11:01 a. m.]

PART 155—SEA FOOD INSPECTION

INSPECTION OF CANNED OYSTERS

Under the authority of section 702A¹ of the Federal Food, Drug, and Cosmetic Act each of the sections hereinafter

¹Section 10A of the Federal Food and Drugs Act (49 Stat. 871; 21 U.S.C. 14a) which remains in force and effect and is applicable to the provisions of the Federal Food, Drug, and Cosmetic Act (52 Stat. 1040 et seq.; 21 U.S.C. 301 et seq.). It is provided in Public Law 135, 78th Congress, Title II, that section 10A of the Federal Food and Drugs Act, as amended by the Act of August 27, 1935 (21 U.S.C. 372a), may hereafter be cited as section 702A of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 301-392).

specified of the regulations for the inspection of canned oysters published in the FEDERAL REGISTER of January 4, 1944 (9 F.R. 56), and as amended in the FEDERAL REGISTER of February 2, 1944 (9 F.R. 1203), June 15, 1944 (9 F.R. 6584), and October 21, 1944 (9 F.R. 12675), is hereby amended as indicated below:

In § 155.30 (a), "\$180" is changed to "\$200."

In § 155.32 (a), "\$135" is changed to "\$150."

In § 155.42 (a), "eight (8) cents" is changed to "ten (10) cents" and "\$240" to "\$300."

In § 155.42 (b), "\$135" in each instance where it appears is changed to "\$150"; "\$180" in each instance where it appears is changed to "\$200"; "\$4.50" is changed to "\$5.00".

These amendments shall become effective upon their publication in the FEDERAL REGISTER but shall apply only to service to be rendered after July 1, 1945. All applications for such service to be rendered after July 1, 1945 shall be submitted in accordance with these regulations as amended hereby.

(52 Stat. 1040, 21 U.S.C. 301, et seq.)

Dated: June 28, 1945.

[SEAL] WATSON B. MILLER,
Acting Administrator.

[F. R. Doc. 45-11551; Filed, June 29, 1945; 11:01 a. m.]

TITLE 10—ARMY: WAR DEPARTMENT

Chapter VIII—Supplies and Equipment

[Procurement Regs. 2, 3, 6, 7, 12, 13]

MISCELLANEOUS AMENDMENTS

The following amendments and additions to the regulations contained in Parts 802, 803, 806, 807, 812, 813, 823, 826 and 829 are hereby prescribed. These regulations are also contained in War Department Procurement Regulations dated 5 September 1942 (9 F.R. 8363¹) as amended by change 49, 20 June 1945, the particular regulations being Nos. 2, 3, 6, 7, 12 and 13.

In section numbers the figures to the right of the decimal point correspond with the respective paragraph numbers in the procurement regulations.

AUTHORITY: Sec. 5a, National Defense Act, as amended, 41 Stat. 764, 54 Stat. 1225; 10 U.S.C. 1193-1195, and the First War Powers Act, 1941, 55 Stat. 838; 50 U.S.C. Sup. 601-622.

Subchapter A—Procurement

[Procurement Reg. 2]

PART 802—GENERAL PURCHASE POLICIES

SUBPART B—CONTRACT PLACEMENT

In paragraph (d-1) of § 802.223, subparagraph (1) (iv), the proviso of sub-

¹See also 9 F.R. 9460, 9585, 10944, 12242, 13215, 14159; 10 F.R. 556, 1855, 4012, 5171, 7085.

paragraph (2), and subparagraph (4) are amended, and in paragraph (d-2), subparagraph (5) is amended to read as follows:

§ 802.223 Factors governing placement of contracts. * * *

(d-1) *Group I areas*—(1) *Contracts permitted to be placed in Group I areas.*

(iv) Which are placed with a contractor currently employing less than 100 wage earners and which will not increase employment in the contractor's plant above 100 wage earners.

(2) *Contracts not requiring clearance of Production Urgency Committees.* A contract or contract supplement of the character referred to in subparagraph (1) may be placed in a Group I area without clearance of a Production Urgency Committee if the contract or contract supplement will not increase employment in the contractor's plant above the ceiling currently established by the War Manpower Commission; or, if a contractor currently employs less than 100 wage earners, will not increase employment in the contractor's plant above 100 wage earners: *Provided, however,* That the reporting procedure prescribed in subparagraph (3) is to be followed in all cases when applicable.

(4) *Contracts requiring clearance of Production Urgency Committees.* No contract or contract supplement, of any value, which will increase employment in the contractor's plant above the ceiling established by the War Manpower Commission, may be placed in a Group I area without prior clearance of the appropriate Production Urgency Committee; except that contracts or contract supplements with a contractor currently employing less than 100 wage earners and which will not increase employment in the contractor's plant above 100 wage earners need not be so cleared. Applications for clearance of the Committee will be made to the Committee for the area in which are located the facilities of the contractor at which the work, or a major part of the work, will be done. Applications for clearance may seek approval of a single contract or of an entire program.

(d-2) *Group II areas.* * * *

(5) Contracts or contract supplements with a contractor currently employing less than 100 wage earners and which will not increase employment in the contractor's plant above 100 wage earners.

SUBPART C—CONTRACT PRICE POLICIES

In § 802.232 paragraphs (b) and (c) are amended to read as follows, and paragraph (e) is revoked:

§ 802.232 Cost-plus-a-fixed-fee contracts. * * *

(b) *Use forbidden: exceptions.* For the foregoing reasons supply contracts will not be made on a cost-plus-a-fixed-fee basis. Pending the conversion of one or more cost-plus-a-fixed-fee supply contracts in the course of performance in the contractor's plant to a fixed price basis pursuant to instructions from the Under Secretary of War, it may be nec-

essary to use the cost-plus-a-fixed-fee form for the placement of further orders to be filled from the plant. While the cost-plus-a-fixed-fee form may be used for contracts which in substance provide for the payment of a management fee for the operation of Government-owned facilities, contracts of a service character such as modification center and airline contracts, research, experimental and development contracts, and contracts for first production quantities of articles not previously produced, such contracts will be placed on a fixed price basis whenever, in the judgment of the chief of the technical service, it is practicable to do so. Utilization of the price adjustment articles authorized by §§ 803.375 and 803.376 should aid materially in negotiating a fixed price for research and development work.

(c) *Conditions on use.* In the exceptional situations where the cost-plus-a-fixed-fee form is permitted by § 802.232 (b) to be used for a supply contract, the following conditions will be met:

(1) When the contractor is to be reimbursed for substantially all its costs, the fixed fee represents essentially profit without risk. It should be determined not by the amount of the estimated cost, but by the extent and nature of the work supervised or the services to be performed by the contractor. Thus in fixing the fee consideration should be given, among other things, to whether the work or production involved is complicated or simple, the turnover slow or rapid, how much or little of the work will be subcontracted, and how extensive or difficult the duties of the prime contractor will be in supervising the subcontracted work.

(2) Contracts for first production quantities of articles not previously produced will include a provision for conversion as soon as practicable to a fixed price basis (see article set forth in § 803.341 (c)). Whenever feasible a similar provision will be included in research, experimental, and developmental contracts.

(3) The article for statutory renegotiation of the fixed-fee will be included when required by § 812.1208 (a).

(4) In no case will the fixed-fee exceed the statutory maximum of 7% for supply contracts.

(e) *Existing contracts.* [Revoked.]

SUBPART D—NEGOTIATION OF CONTRACTS

In § 802.243, paragraph (b) is amended to read as follows, and paragraphs (d) and (e) are revoked.

§ 802.243 Contractors' proposals. * * *

(b) *Standard procurement forms prescribed for use in certain cases*—(1) *When used*—(i) *Standard Procurement Form No. 3.* Whenever, in the opinion of the technical service involved, detailed cost or price information should be obtained from bidders as an aid to the adequate negotiation of contracts for supplies (excluding construction), it will employ Standard Procurement Form No. 3 and related forms (WD AGO Form 299, Mar. 1, 1945; WD AGO Form 299-1,

February 1, 1945 or July 12, 1944; and WD AGO Form 299-2, March 1, 1945, referred to in § 813.1327. Within the scope of the foregoing rule, each technical service may prescribe more precisely the size and types of procurements in which Standard Procurement Form No. 3 is to be used.

(ii) *Standard Procurement Form No. 4.* In simple procurements of supplies (excluding construction) for small amounts where effective competition exists, and where it is accordingly expected that awards will be made to the lowest bidders (subject to the principles set forth in Subpart B of this part), the information to be obtained from bidders may ordinarily be confined substantially to the quotation of prices. Whenever the technical service desires to obtain this limited information in the form of a written proposal, it will employ either (a) W. D. Contract Form No. 5 (§ 813.1317d), if that form of contract is otherwise suitable, or (b) Standard Procurement Form No. 4 (WD AGO Form 298), referred to in § 813.1327, followed by the execution of a suitable contract form.

(2) *Detailed instructions to procurement offices as to use of Form No. 3 and related forms*—(i) *Flexibility.* One important feature of Standard Procurement Form No. 3 is that it has considerable internal flexibility. The procurement office is required by the terms of the form to select and specify (within established limits), the data which the bidder is expected to furnish. Thus, the procurement office has latitude to accommodate the form to the necessities of particular procurements; for example, it may relieve the bidder of the task of compiling information which is not pertinent to the procurement or which is already known to the procurement office.

(ii) *In general.* (a) Whenever feasible, a preliminary survey will be made, by telephone or otherwise, to determine the prospective contractors to whom an award might be made. In this way, contractors not likely to make acceptable proposals may be eliminated without being required to expend the time and effort necessary to fill out Standard Procurement Form No. 3. Care should be taken, however, not to eliminate or exclude contractors whose proposals might possibly be acceptable, and not to act inconsistently with the policy of the Smaller War Plants Corporation. (See § 802.225).

(b) It is of the utmost importance that no contractor be asked to complete any portion of Standard Procurement Form No. 3 requiring information which will not be pertinent or useful in properly effecting the particular procurement, or which is already on file with the procurement office. This principle of selectivity will be applied to each contractor, so that in a particular procurement all of the bidders need not necessarily be asked to furnish the same information. The exclusion of such irrelevant and duplicative data is made possible by the flexible character of the form. A proper use of this feature of the form will relieve contractors of the burden of gathering and filling in unnecessary information. At

the same time it will help to expedite procurements by making it possible for contractors to fill out and return their proposals more promptly. If, however, portions of the form omitted in the original request call for information which is subsequently deemed pertinent, that information may be requested by sending to the contractor additional copies of the form with an indication in the box on page 1 of the additional portions of the form to be completed.

(c) The procurement office and the contractor may, of course, make arrangements for the contractor to submit some part or parts of the information called for by the form by means of periodic reports or some other mutually satisfactory method. Such an arrangement may expedite and improve dealings with the contractor. Information so submitted should meet the substance of the requirements of the form.

(d) Although deviations from or additions to the form are not permitted without approval of higher authority (see § 802.243 (c)) where necessary the information obtained through use of the form may be clarified or amplified through correspondence or personal negotiation.

(e) The information submitted in or with Standard Procurement Form No. 3 will be used as a basis of negotiations with the prospective contractor, in accordance with PR 2 and ASF Manual M 601 and any other instructions that may be in force from time to time.

(f) If a prospective contractor requests that he be notified upon rejection of his proposal, the procurement office will give such notice.

(iii) *Instructions as to page 1 of Form No. 3.* (a) In the upper left-hand corner of page 1 of Standard Procurement Form No. 3, insert in the appropriate blanks the date, the request number (if any), the name and address of the procurement office, the name and address of the contractor, the preference rating to be assigned and (on the line entitled "Subject") the name or a brief description of the item or items as to which a proposal is sought.

(b) The box in the upper right-hand corner of page 1 should contain a list of all the titles of the Contractor's Proposal, or the portions of such titles which the contractor is requested to fill out or answer. It is at this point that the flexibility of the form, which has been discussed above, comes into actual operation. Care and sound judgment must be exercised in selecting the titles, or portions thereof, to be included in the box. The selection should be made only after a review has been made of the information already on hand in the procurement office, and after consideration has been given to the need for further information necessary to effect the procurement in accordance with War Department policies. In filling out the box, list only the title if all the sections thereof are to be completed; otherwise the sections themselves should be specified in the box. If the request for proposal relates to more than one kind of item, specify in the box, by item number or otherwise, the items for which cost breakdowns are to be sub-

mitted under either or both of Titles V and IX.

(c) A reference to the contract form number or some other brief description of the form of proposed contract (which may be stated in the alternative if the procurement office is uncertain as to which form of contract is to be used) should be inserted in the first blank in paragraph 1 on page 1. Mandatory clauses need not be specified. Any optional contract clauses which the procurement office desires to include in the contract should be appropriately referred to and identified in the blank space provided at the end of paragraph 1 on page 1. Such of the optional clauses as the procurement office requires to be included in the contract should be stated first and preceded by the words "No Deviation"; such of the optional clauses as the procurement office merely suggests for inclusion should be set forth in a second group and preceded by the words "Optional with Contractor". It may be desirable in some cases to attach a copy of the contract form or of the clauses.

(d) Insert in the blanks in paragraph 4 on page 1 the number of copies of the form to be completed and returned and the date for the return of the Contractor's Proposal. The date specified should give the contractor a reasonable time in which to complete and return the proposal but should be no longer than is necessary in the circumstances.

(e) The inclosures should be indicated in the lower left-hand corner, and the name of the procurement office and the signature and title of its representative should be entered on the blank lines in the lower right-hand corner, of page 1.

(iv) *Instructions as to remainder of Form No. 3, and as to related forms.* (a) It should be noted that certain portions of the form following the heading "Contractor's Proposal" are required to be filled in by the procurement office. In filling out those portions and in determining the portions of the forms to be completed by the contractor, the following instructions will be observed.

(b) If the procurement office desires that the contractor's proposal be kept open for a certain number of days, that number may be inserted in the blank space provided therefor in paragraph 2 on page 2 of the form. That time should be kept to a minimum and in any event will not exceed thirty days. Otherwise the space should be left blank for completion by the contractor.

(c) In Title II (A) of Standard Procurement Form No. 3, Scope of Proposal, show the F. O. B. point in the space provided therefor and insert in the appropriate columns of the table the following information as to each item: Item number, description of item (or reference to description contained in any attachment), total quantity and unit (as pounds, yards, etc.) on the first two lines of column (3), and the Government's requested delivery schedule. The description of the item may be extended into column (3). Items for which separate prices are wanted, e. g., special packaging, should be shown as separate items in the table. If the delivery schedule for one item is the same as that

for an item already specified, the schedule need not be repeated but may be indicated by the words "Same as for Item —". In the case of spare parts, reference may be made to deliveries concurrent with the item or items to which they relate. If a proposal is desired without deviations from the request, the words "No Deviation" should be inserted in the columns for the description, total quantity and delivery schedule, or in one or more of such columns. If deviations are allowed, leave space at least equal to that used in filling out the Government's requested delivery schedule below each item. Columns (5) and (6), for the proposed unit and total prices, and column (7), for the contractor's proposed delivery schedule, should of course be left blank for completion by the contractor.

(d) Attention is invited to the space provided at the end of paragraph (c) of Title III of the "Instructions for Completing War Department Standard Procurement Form No. 3". (WD AGO Form 299-2, March 1, 1945). This space is intended for the insertion, by the procurement office, of special instructions relating to taxes in any case where the general instructions are inapplicable or inappropriate.

(e) Insert in paragraph (D) of Title III of Standard Procurement Form No. 3, a brief but adequate description of any material which the Government proposes to furnish. If more convenient, that description may be included in column (2) of the table under Title III (A). If no such material is to be furnished, insert the word "None". Where necessary, insert the words "No Deviation".

(f) Before the contractor is asked to complete Titles II and IV of Standard Procurement Form No. 3, the paragraphs appearing under those titles should be carefully checked by the contracting officer. To the extent that any of the information called for will not be useful or the procurement office already has obtained, or has made other arrangements by means of periodic reports or otherwise for obtaining, the information called for, the contractor should not be asked to complete the titles. Thus the box on page 1 of the form should list only such of the paragraphs of Titles II and IV as will elicit new and useful information. It should be noted that some information is requested only to the extent available, and that whether the information called for by specification of paragraph 6 of Title IV is or is not to be furnished is a matter to be left to the contractor's judgment.

(g) When the contractor is asked to fill out Title V of Standard Procurement Form No. 3, Unit Cost Breakdowns, or some part or parts thereof, Column A under that title will be called for in nearly all cases, but Column B will be omitted where the contractor has not had relevant previous experience or where the procurement office already has satisfactory cost information on hand. It is permissible to insert in lines 12 through 19 any special elements of cost which are not included in the classifications appearing in the preceding lines, e. g., packaging materials or special tool-

ing, but such insertions should be made sparingly and only when there is good reason for them. It is also permissible to work out with the contractor other classifications that are suitable for use with his cost accounting system or to make arrangements for over-all reports on his past cost experience. Where the proposal is to include more than one type of item, a continuation sheet for Title V (WD AGO Form 299-1, February 1, 1945 or July 12, 1944) should be added to each counterpart of the form for each of the additional items for which cost information is required.

(h) The supplement to Standard Procurement Form 3 includes Titles VI through X. If no part of those titles or any part thereof is specified in the box on page 1 the supplement should not be sent to the contractor.

(i) Title VI, Indirect Factory Expenses, and Title VII, General and Administrative Expenses, portions of Standard Procurement Form No. 3, should not be specified in the box on page 1 of the form unless there is reasonable cause for believing that the information to be elicited thereby will assist materially in the negotiation of the contract price, and the information is not already on file with the procurement office. Arrangements may be made with the contractor for the submission of this information in some other form or forms acceptable to both the procurement office and the contractor. Note that under each title, columns 1, 2 or 3 may be listed in the box on page 1 of the form. Use only the column or columns necessary in the particular instance.

(j) Title VIII of Standard Procurement Form No. 3, Accounting Methods, should be used only infrequently, when the information called for therein will contribute substantially to an understanding of the contractor's proposal. Where the information is considered useful, the request may be limited, by an appropriate indication in the box on page 1, to such of the lettered clauses as may be deemed appropriate in the particular instance. This title should not ordinarily be used where the contractor has supplied the information to the procurement office in connection with a reasonably recent or current procurement. Such information should be preserved in the files of the procurement office.

(k) Title IX of Standard Procurement Form No. 3, Costs of Other Items, should be specified only where the amount involved in any of the paragraphs of that title is substantial. Where necessary, the items as to which the information is sought should be specified. Note that any one or more of the paragraphs may be listed in the box on page 1 of the form. Continuation sheets used with Title V (WD AGO Form 299-1, February 1, 1945 or July 12, 1944) should be supplied where Title IX is used.

(l) Title X of Standard Procurement Form No. 3, Direct Materials, is to be used only where a few materials constitute an important element of total material cost and where the amount of subcontracting is not large in relation to total material cost. A list of the materials as to which the information is

desired may be inserted by the procurement office in the space provided therefor. If Title X is specified in the box on page 1 of the form with respect to more than one item, the necessary additional copies of the supplement should be furnished to the contractor.

(m) One copy of the "Instructions for Completing War Department Standard Procurement Form No. 3" (WD AGO Form 299-2, March 1, 1945) should be sent to each contractor along with the necessary number of counterparts of Standard Procurement Form No. 3.

(3) Detailed instructions to contractors for completing Form No. 3 are set forth in the related form, WD AGO Form 299-2, March 1, 1945.

(4) Standard Procurement Form No. 4 (WD AGO Form 298) is self-explanatory.

(d) *Detailed instructions on use of standard proposal forms.* [Revoked.]

(e) *Standard Procurement Forms Nos. 1 and 2 discontinued.* [Revoked.]

[Procurement Reg. 3]

PART 803—CONTRACTS

SUBPART B—AUTHORITY TO MAKE AWARDS, CONTRACTS, AND MODIFICATIONS THEREOF; REQUIRED APPROVALS

1. In § 803.305 paragraph (d) (1) (x) is amended to read as follows:

§ 803.305 *Making and approval of awards of contracts, supplemental agreements and change orders.* * * *

(d) *Information to be furnished in requesting approval of awards.* * * *

(1) * * *
(x) Reference to form of contract to be used, noting and justifying any provisions requiring approval of higher authority, or referring to any such approval previously obtained (see, for example, §§ 803.306 (b) and (d), 803.376, and 803.378).

2. In § 803.306 a headnote is added to paragraph (b) and paragraph (e) is amended to read as follows:

§ 803.306 *Making and approval of contracts, supplemental agreements and change orders.* * * *

(b) *Factors to be considered in determining whether review is necessary.* * * *

(e) *Supplemental agreements converting cost-plus-a-fixed-fee contracts to a fixed price basis.* (1) In all cases, supplemental agreements converting cost-plus-a-fixed-fee contracts to a fixed price basis (which for purposes of this paragraph will include conversion to the incentive type contract—see § 803.378 (e)) will be made subject to the approval of the Director, Purchases Division, Headquarters, Army Service Forces. In submitting such supplemental agreements for the approval of the Director, Purchases Division, Headquarters, Army Service Forces, in addition to any information required by § 803.305 (d) or other instructions as to contract clearance, a written statement should be presented

(i) analyzing the price data and other similar information, if any, submitted by the contractor, (ii) describing the investigations of these data and of other relevant facts which have been made by the War Department representatives, and (iii) setting forth the principal factors considered in negotiating the conversion of the particular contract to a fixed price basis on the terms recommended. In the case of a partial conversion (not retroactive to the beginning of performance), the statement will indicate what steps have been taken to exclude from the proposed fixed price starting load costs for which the contractor is entitled to reimbursement or has been reimbursed under the cost-plus-a-fixed-fee portion of the contract. The records of the cost analyses and other investigations made in connection with the conversion will be preserved in the procurement office charged with the conversion negotiations or in the office of the Chief of the technical service concerned.

(2) It is the policy of the War Department to convert cost-plus-a-fixed-fee contracts to a fixed price basis as stated in the recitals quoted below in this subparagraph (2). It has been administratively determined by the Under Secretary of War that such policy is to the advantage of the Government and that the execution of supplemental agreements effecting such conversions of cost-plus-a-fixed-fee contracts to a fixed price basis will facilitate the prosecution of the war when the contracting officer shall have satisfied himself as herein-after provided in this subparagraph (2) and when the supplemental agreements shall have been approved as provided in subparagraph (1) above. Although a fixed price, properly determined, will usually result in lower expenditure by the Government than on a cost-plus-a-fixed-fee basis, in some instances it may be to the interest of the Government to convert cost-plus-a-fixed-fee contracts for various reasons other than expected monetary saving. Therefore, the policy in favor of conversion may be carried out even in those cases where a price must be set for the first period of deliveries after the conversion which appears to be higher than the unit cost plus unit fee being paid on the cost-plus-a-fixed-fee basis at the time of the conversion. The price for the first period of deliveries after conversion may be necessitated by the increased risks to which the contractor is subject, but opportunity may exist over the life of the contract for savings to develop for the Government as a result of increased efficiency. Each supplemental agreement providing for such a conversion will be made only after the contracting officer has satisfied himself in the light of the above-mentioned policy of the War Department that the facts warrant substantially the following recitals which will be included with appropriate modifications to meet the needs of each particular case in each supplemental agreement:

Whereas, it is the policy of the War Department to convert cost-plus-a-fixed-fee contracts to a fixed price basis to the greatest extent feasible in order, among other things, (1) to develop greater efficiency in

the use of manpower, materials and capacity by providing the contractor with an incentive to improve its operations, (2) to develop lower prices and costs through improvements in operating efficiency, and (3) to reduce the expense and manpower necessary for administrative work, both for the Government and for contractors; and

Whereas, it has been administratively determined by the Under Secretary of War that such policy is to the advantage of the Government and that the execution of supplemental agreements effecting such conversions of cost-plus-a-fixed-fee contracts to a fixed price basis will facilitate the prosecution of the war; and

Whereas, the conversion of this contract from a cost-plus-a-fixed-fee to a fixed price basis will implement the policy of the War Department aforementioned not only insofar as this contract is concerned but also to the extent that future contracts for supplies with the contractor may, as a result of this conversion, be placed by the Government on a fixed price basis; and

Whereas, in view of the aforementioned policy of the War Department and after consideration of all factors deemed relevant to the conversion of this contract from a cost-plus-a-fixed-fee to a fixed price basis, and after reasonable price analysis, the terms and conditions set forth in this supplemental agreement have been found to be reasonable under all the circumstances; and

Whereas, for the purposes aforesaid this supplemental agreement is entered into pursuant to the First War Powers Act, 1941, and Executive Order No. 9001.

(3) The supplemental agreement covering the conversion will be distributed as provided in §§ 803.303 (e) and 803.315 et seq. The statements and other data referred to in subparagraph (1) need not be submitted with the supplemental agreement to the General Accounting Office or to the finance officer, but will be retained as provided in subparagraph (1) available for inspection.

(4) Prior to distribution there will be attached to each copy of the conversion supplement a certificate signed by the contracting officer stating specifically that the conversion of the contract from a cost-plus-a-fixed-fee to a fixed price basis was made after an investigation and determination that, in the judgment of the War Department, such action would facilitate the prosecution of the war.

(5) Any supplemental agreement, converting a cost-plus-a-fixed-fee subcontract to a fixed price basis, if required to be approved by the contracting officer, shall, prior to such approval, be forwarded for approval of the Director, Purchases Division, Headquarters, Army Service Forces, accompanied by the information required by subparagraph (1) above.

3. In § 803.308h (b) the references to "the Judge Advocate General (attention Litigation Division)," are amended to read "The Judge Advocate General (attention Contracts Appeals Branch, Contracts Division)."

SUBPART H—MANDATORY AND OPTIONAL CONTRACT PROVISIONS

1. Section 803.324 (b) is added as follows:

§ 803.324 *Uniform termination articles.* * * *

No. 120—3

(b) *Termination at the option of the Government (Short form).* The following article may be used in any supply or construction contract where neither of the articles set out in §§ 803.324 and 803.324 (a) is required to be used.

ARTICLE . . . *Termination at the option of the Government.* The performance of work under this contract may be terminated by the Government whenever the Contracting Officer shall determine that such action is for the best interests of the Government. If this contract is so terminated, fair compensation, within the meaning of the Contract Settlement Act of 1944 (Public No. 395, 78th Cong.), as the same may from time to time be amended, will be provided for the contractor.

2. In the table of price revision articles contained in § 803.370 (e), Item 2 of Form II-B, is amended to read as follows:

§ 803.370 *General considerations.* * * *

(e) *Tabular view of price revision articles.* * * *

2. Price is based on projections not extending beyond completion of initial portion of contract.

SUBPART J—MISCELLANEOUS

In § 803.392 paragraphs (d), (e), and (f) are amended to read as follows:

§ 803.392 *Handling defaults and threatened defaults by suppliers and subcontractors under cost-plus-a-fixed-fee prime contracts.* * * *

(d) Where a supplier or subcontractor has defaulted, and a claim arises in favor of the prime contractor, the latter will attempt to negotiate and settle the claim on reasonable terms whenever it appears that a fair settlement capable of prompt consummation is preferable to litigation. The prime contractor will keep the Contracting Officer informed of the progress of such settlement negotiations. The Contracting Officer shall have authority to approve a settlement and no settlement agreement will be made without his written approval.

(e) When, in the opinion of the prime contractor further efforts at settlement will be ineffectual, he will promptly so notify the Contracting Officer. If the Contracting Officer concurs in this opinion, he will reimburse the prime contractor, if the latter has not been reimbursed previously for the amount of his claim against the supplier or subcontractor and if the claim is a reimbursable one under the prime contract, and he will direct the prime contractor to execute an assignment to the United States of the claim on the defaulted purchase order or subcontract, to assemble all the papers pertinent to the claim, to make or obtain any affidavits or other records of

the transaction, and to prepare any necessary report on the claim. The Contracting Officer will forward this record (in triplicate), together with his own report and recommendation (in triplicate) to the Litigation Division, Office of The Judge Advocate General, through the chief of the technical service concerned.

(f) The Judge Advocate General may from time to time in the further handling of the claim request cooperation and assistance from the prime contractor, the Contracting Officer, and the chief of the technical service concerned.

[Procurement Reg. 6]

PART 806—INTERBRANCH AND INTERDEPARTMENTAL PURCHASES

SUBPART B—INTERBRANCH PROCUREMENT

1. In § 806.603 paragraphs (b) (2), (f) (3) and (4) are amended to read as follows:

§ 806.603 *Authority of Procurement Assignment Board.* * * *

(b) *Purchase of an item by other than the service assigned such responsibility.* * * *

(2) When an item is required within a brief period of time and, in the judgment of the service requiring it, cannot be provided in such time by the service having responsibility for purchasing it, the item may be purchased by the requiring service; *Provided, however,* That in connection with emergency purchases of paper and paper products, the procedure established in paragraph 8, War Department Supply Bulletin SB 10-8, 1945, will be observed.

(f) *Procedure.* * * *

(3) When circumstances warrant, requirements may be forwarded by the most expeditious method available through the service responsible for the determination of requirements to the service responsible for purchase, and will be confirmed by a formal requisition.

(4) Each requisition from a service responsible for determination of requirements and provision of funds will contain a certificate of availability of funds and citation of the applicable allotment number.

2. In § 806.604 (b) the following three items are added under the heading "Corps of Engineers Construction Equipment;" and the item "Boats, Aircraft Crash Rescue * * *" is added at the end of the paragraph:

§ 806.604 *Report of actions of the Procurement Assignment Board.* * * *

(b) *Assignment of boats, vessels and floating equipment (FSSC Class 9).*

Items	Spec.	Req.	Funds	Pur.	Insp.
Corps of Engineers Construction Equipment:					
Dredges, gear, and attachments.....	ENG	ENG	ENG	ENG	ENG
Pile drivers, gear and attachments.....	ENG	ENG	ENG	ENG	ENG
Scows, dump, for use with bucket dredges.....	ENG	ENG	ENG	ENG	ENG
Boats, aircraft crash rescue.....	AAF	AAF	AAF	TC	TC

3. In § 806.605d the table "Indefinite Quantity Contracts Executed by Office of Quartermaster General" is amended to read as follows:

§ 806.605d Indefinite quantity contracts executed by the Office of The Quartermaster General. * * *

INDEFINITE QUANTITY CONTRACTS EXECUTED BY OFFICE OF QUARTERMASTER GENERAL

Supply bulletin number	Date	Commodity	Contract period	Contract symbol number	Contractor	Area serviced	Applicability
To be numbered..	To be issued	Books.....	Fiscal year 1946.	See Supply Bulletin.....		Continental United States and its possessions.	General utilization by the War Department except the Medical Corps.
10-94 (and Change No. 2 ¹).	18 July 44 (12 Oct. 44).	Compressed yeast.	Fiscal year 1945.	W 11-009-qm-19505....	Federal Yeast Corp., Colgate Creek-Highlandtown, P. O., Baltimore, Md.	3d Service Command.....	All branches of the War Department.
				W 11-009-qm-19508....	Varnum Yeast Co., 105 Cambridge St., Boston, Mass.	1st Service Command.....	
				W 11-009-qm-19730....	Standard Brands, Inc., 595 Madison Ave., New York, N. Y.	4th, 8th, and 9th Service Commands.	
				W 11-009-qm-19731....	Anheuser-Busch, Inc., 721 Pestalozzi St., St. Louis, Mo.	2d and 7th Service Commands Military District of Washington.	
				W 11-009-qm-19732....	Red Star Yeast & Products Co., 221 E. Buffalo St., Milwaukee, Wis.	5th and 6th Service Commands.	
To be numbered..	To be issued.	Paper rolls, for cash registers.	Fiscal year 1946.	W 28-021-qm-35736....	The National Cash Register Co., Main & K Sts., Dayton, Ohio.	See Supply Bulletin.....	All posts, camps and stations.
To be numbered..	To be issued..	Oil, engine, greases and gear lubricants. ²	1 July 1945 to 31 Dec. 1945.	W 44-109-qm-610.....	The Texas Co.....	Continental United States, exclusive of Arizona, California, Illinois, Maryland, Massachusetts, New Jersey, North Dakota, Oregon, Pennsylvania, Vermont and Washington.	All War Department activities within continental United States (not including Alaska) for domestic consumption, exclusive of maneuvers ordered by Army Ground Force Headquarters.
				W 44-109-qm-611.....	Shell Oil Co. Inc. of California.	California, Oregon and Washington.	
				W 44-109-qm-612.....	Shell Oil Co. Inc. of New York.	Illinois.....	
				W 44-109-qm-613.....	Atlantic Refining Co.....	Maryland, Massachusetts, New Jersey, and Pennsylvania.	
		Malt.....	1 Apr. 1945 to 30 June 1945.	W-11-009-qm-46118....	Malt-Diastase Company, Wyckoff Ave. & Decatur St., Brooklyn, N. Y.	1st, 2nd and 3rd Service Commands; Military District of Washington.	All Branches of the War Department.
				W 11-009-qm-46115....	Anheuser-Busch, Inc., 721 Pestalozzi St., St. Louis, Mo.	4th Service Command.....	
				W 11-009-qm-46116....	Birk Bros. Brewing Co., Webster and Wayne Sts., Chicago, Ill.	6th Service Command.....	
				W 11-009-qm-46117....	Standard Brands, Inc., War Prod. & Supply Dept., 595 Madison Ave., New York, N. Y.	5th, 7th and 9th Service Commands.	
				W 11-009-qm-46114....	Hazleton Syrup Co., Hazleton, Pa.	8th Service Command.....	
10-193.....	Jan. 45.....	Ink, duplicating machine, black 1 lb. cans.	1 Feb. 1945 to 31 Aug. 1945.	W 28-021-qm-27720....	Howard Flint Ink Co., Clark Ave. & M. C. R. R., Detroit 9, Mich.	See Supply Bulletin No. 10-193.	All Branches of the War Department.

¹ Change No. 1, 16 Aug. 44, to Supply Bulletin Number 10-94 has been rescinded. Change No. 2 relates to Contract W 11-009-qm-19508.

² The basic contracts for greases and gear lubricants are contracts of Treasury Department, Procurement Division.

SUBPART C—INTERDEPARTMENTAL PURCHASES

1. In the table in § 806.606 (g) the item "Motor-Vehicle Accessories" is added following "Tire chains"; "Typewriters" is added following "Offset duplicating supplies", and "Feed and forage" is added following "Portable drinking fountains;" and the item "Floor and window coverings" is amended, as follows:

§ 806.606 Purchases under contract of Procurement Division, Treasury Department. * * *

(g) Mandatory schedules. * * *

Description of Item	Schedule of Supplies	Period
Motor-Vehicle Accessories, etc., item 8-C-5400 (clutch facings) only.	8 & 66, Supp. No. 1, Revised.	July 1, 1944 to June 30, 1945.
Floor and window coverings.	27, Revised.....	Oct. 1, 1944 to Sept. 30, 1945.
Typewriters.....	54, Revised.....	July 1, 1944, to June 30, 1942, (extended to June 30, 1945).

3. In § 806.608 paragraphs (c) and (d) are amended to read as follows:

§ 806.608 Purchases from Federal Prison Industries Inc., Department of Justice. * * *

(c) General clearance. The following general clearance, dated June 1, 1945, which covers purchases for the period July 1 to December 31, 1945, indicates not only the items as to which such clearance has been granted but also those items which are available and which, accordingly, must be purchased from Federal Prison Industries, Inc.:

The UNDER SECRETARY OF WAR,
Washington, D. C.

DEAR SIR: Subject to applicable conservation and limitation orders, the following articles and services are available and can be furnished by Federal Prison Industries, Inc., from industries established under the Act of Congress approved May 27, 1930 (46 Stat. 391):

Brushes: As listed in Schedule of Products.
Canvas goods: Shell covers, canvas covers, tarpaulins, truck covers, truck curtains, barracks bags, shower curtains, miscellaneous bags, bandoleers.

Camouflage nets.
Cargo nets.

Castings: Manhole frames and covers, grates, grate bars, and gutter drains for delivery in Wisconsin, Michigan, Illinois, Indiana, Ohio, Pennsylvania, New York, New Jersey, Delaware, Maryland, West Virginia, Virginia, Kentucky and the District of Columbia.

Fiber furniture.

Laundry services required by posts and stations within 100 miles of the Federal Correctional Institution, Tallahassee, Florida, the United States Penitentiary, Alcatraz, California, the Federal Detention Headquarters, New York City, the Federal Reformatory for Women, Alderson, West Virginia, and the United States Penitentiary, Terre Haute, Indiana.

Mattresses: Cotton felt.

Metal products: Storage shelving, transfer cases, lockers, food trays, sputum cups, iron berths, bunks and hospital beds.

Milk: 1,000 lbs. per day for delivery to Fort Bliss, Texas, only.

Printing: See § 806.610 (1).

Wood furniture and specialties: Desk trays, costumes; striking tool handles as listed in Fed. Spec. NN-H-93, Grade A only; Douglas, 4C, 3C, wide arm and side chairs; stools as listed in Schedule of Products, except rotary type.

CLEARANCE

C-26980

1. Clearance is granted to purchase from other sources articles manufactured or services rendered by Federal Prison Industries, Inc., not listed above.

2. Clearance is granted to purchase from other sources articles manufactured or services rendered by Federal Prison Industries, Inc., including the items listed above, in the following cases:

(a) By contractors or contracting officers under cost-plus-a-fixed-fee construction or supply contracts;

(b) By contracting officers under fixed-price (lump sum) construction or supply contracts, wherein the Government is required to furnish certain Government materials;

(c) When immediate delivery or performance is required by the public exigency;

(d) When suitable second hand or used articles can be procured;

(e) When required in small quantities and for delivery within ten days.

3. This clearance is to cover purchases made by the War Department only, and is effective for the period July 1 to December 31, 1945, inclusive.

4. Copy of this clearance should be attached to your contract or voucher when transmitted to the General Accounting Office, or reference made thereon to this clearance number.

Very truly yours,

FEDERAL PRISON INDUSTRIES, INC.,
By (Signed) A. H. CONNER,
Associate Commissioner.

(d) Attaching clearances to vouchers. It is to be noted that it is no longer necessary to attach a copy of the clearance

to the contract or voucher. It is sufficient to make reference on either the contract or the voucher to Clearance No. C-26980.

[Procurement Reg. 12]

PART 812—RENEGOTIATION AND PRICE ADJUSTMENT

In § 812.1291 (b), subparagraph (3) of RR 352.2 is amended, as follows:

§ 812.1291 *Rulings of War Contracts Price Adjustment Board relating to discretionary exemptions from statutory renegotiation:* * * *

(b) *Discretionary exemption relating to contracts and subcontracts for profits determinable when price established; real estate, public utilities, perishable goods.* * * *

352.2 Exemptions. * * *

(3) For an exemption relating to certain contracts and subcontracts involving public utilities, see [RR] paragraph 842 [reprinted in subparagraph (2) below]. For an exemption relating to perishable foods, see [RR] paragraph 843 [reprinted in subparagraph (3) below].

[Procurement Reg. 13]

PART 813—FORMS OF CONTRACTS

1. Section 813.1327 is amended to read as follows:

§ 813.1327 *Standard Procurement Form No. 3 and related forms (WD AGO Forms 299, 299-1, 299-2).* The instructions for the use of these forms, which formerly appeared in this section, are now set forth at § 802.243 (b). These forms are no longer reproduced in procurement regulations. WD AGO Form 299 was revised on March 1, 1945; Form 299-1 was revised on February 1, 1945; and Form 299-2 was revised on March 1, 1945. Form 299 (July 12, 1944) and Form 299-2 (August 31, 1944) will not be used after the revised forms are available. Since revised Forms 299 and 299-2 differ materially from the earlier versions, the revised forms should always be used together; that is to say, the 31 August 1944 edition of Form 299-2 should not be used with the March 1, 1945 edition of Form 299 and the March 1, 1945 edition of Form 299-2 should not be used with the July 12, 1944 edition of Form 299. Form 299-1 (July 12, 1944) may be used until existing stocks are exhausted. The revised forms will be requisitioned and distributed as prescribed in AR 310-200. They will be identified as follows for requisition purposes:

WD Standard Procurement Form No. 3—WD AGO Form 299, Mar. 1, 1945;
Continuation Sheet, Title V, WD AGO Form 299-1;

Instructions for Completing WD Standard Procurement Form No. 3—WD AGO Form 299-2, March 1, 1945.

Detailed instructions to procurement offices as to the use of these forms are set forth in § 802.243 (b) (2).

2. Section 813.1327a is amended to read as follows:

§ 813.1327a *Standard Procurement Form No. 4.* See § 802.243, which prescribes the use of this form in certain

cases. This form is no longer reproduced in procurement regulations. It was revised on February 1, 1945, but the edition of July 20, 1944 may be used until existing stocks are exhausted. The form will be requisitioned and distributed as prescribed in AR 310-200. It will be identified as WD AGO Form 298 for requisition purposes.

Subchapter B—Disposal of Property

[Procurement Reg. 7]

PART 823—DISPOSITION OF PROPERTY FOR PURPOSES DIRECTLY RELATED TO PROSECUTION OF WAR

1. Section 823.301-2 is revoked, as follows:

§ 823.301-2 *Sales to contractors in possession.* [Revoked.]

NOTE: The subject matter formerly dealt with under this section is now treated in § 848.864-4 of this chapter.

2. Section 823.301-3 is amended to read as follows:

§ 823.301-3 *Pricing policy.* (a) Sales under § 823.301-1 of all property, other than the property referred to in paragraph (b) hereof, will be made at prices that are fair and reasonable, having due regard for the circumstances of the sale and the nature, condition, quantity, and location of the property.

(b) Sales under § 823.301-1 of all used standard general-purpose machine tools and all used standard machines included in the following classifications of the Standard Commodity Classification (excluding special machines), will be made at prices determined in accordance with Surplus War Property Administration Regulation No. 3 and Surplus Property Board Special Order No. 2 (see § 829.905-4):

Major Group 34, Code 34—40,000 to, but not including, 47,000.

Major Group 34, Code 34—49,000 to, but not including, 70,000.

Major Group 34, Code 34—74,000 to, but not including, 74,900.

Major Group 33, Code 33—6300 through 6620, inclusive.

Major Group 33, Code 33—6800.

Major Group 33, Code 33—6910.

Major Group 33, Code 33—6920.

Major Group 33, Code 33—7210.

Major Group 33, Code 33—7220.

Major Group 33, Code 33—7260.

3. Section 823.301-4 is amended to read as follows:

§ 823.301-4 *Review of sale.* (a) Sales made under § 823.301-1, other than sales made in accordance with § 823.301-3 (b) and sales made to a cost-plus-a-fixed-fee contractor for the account of the Government, will be subject to prior review and approval of a Disposal Board, established in accordance with § 821.105 in all cases where the cost (estimated if not known) of the property to be disposed of in the sale (1) exceeds \$100,000 and it is proposed to sell below such cost, less freight and handling charges, or (2) exceeds \$10,000 and it is proposed to sell at more than 25 per cent below such cost, less freight and handling charges.

(b) Chiefs of technical services may require or permit review by Disposal Boards established pursuant to § 821.106 where the cost (estimated if not known)

of the property to be disposed of exceeds \$500,000 and it is proposed to sell at more than 25 per cent below such cost.

4. Section 823.301-5 is revoked, as follows:

§ 823.301-5 *Sale of tooling and production accessories.* [Revoked.]

PART 826—DISPOSITION OF SERVICEABLE NON-MILITARY PROPERTY

SUBPART A—PRODUCTION EQUIPMENT AND UTILITY EQUIPMENT

Subpart A is amended to read as follows:

§ 826.610 *Application.* The procedures established in this subpart are applicable to idle production and utility equipment. However, such procedures will not apply to property comprised in complete War Department owned industrial installations that have been placed in stand-by or reported as excess under WD Circular 8, 1944, as amended by WD Circular 89, 1945.

§ 826.610-1 *Production and utility equipment.* Production and utility equipment (hereinafter referred to as Part 1 property) includes the following:

Machine tools.
Metal working machinery.
Cleaning and spraying equipment.
Compressors and vacuum pumps.
Industrial pumps.
Industrial conveying machinery.
Engines and turbines, general purpose.
Heat exchangers.
Optical machinery.
Industrial cranes and hoists.
Thermal driers and dehydrators.
Fans, blowers, and exhausters, industrial types.
Pressure and vacuum filters.
Power boilers and pressure vessels.
Electric motors, integral horsepower, and electric motor controls.
Power conversion equipment.
Foundry equipment.
Heat treating equipment.
Packaging machinery.
Industrial scale and weighing equipment.
Industrial laboratory equipment.
Industrial trucks, tractors, trailers, and stackers.
Welding and cutting equipment, industrial types.
Crushing, pulverizing, screening, and mixing equipment and machinery, industrial types.
Special industry machinery (specialized machinery for food products, pulp and paper, printing trades, rubber working, petroleum, ceramics, glass, shoemaking, textile, tanning, pharmaceutical, chemical, and other special industries).
Major items of equipment used in the generating, processing, transmission, or distribution of electricity, gas, and water, and in the disposal of sewage.

§ 826.610-2 *Surveys of Part 1 property.* The chief of the technical services will make energetic and continuous surveys of Part 1 property in order to ascertain promptly when such property is idle. Part 1 property will be considered idle when it is no longer required for war purposes by the contractor or the War Department installation in possession thereof; however, mere lack of immediate use will not constitute idleness if there is a definitely foreseeable need for the item in connection with the prosecution

tion of the war. Efforts should be made to consolidate production on as few items of Part 1 property as possible consistent with production efficiency, in order to render other items idle and available for redistribution.

§ 826.611 *Part 1 property owned by War Department.*

§ 826.611-1 *Applicability.* The procedures prescribed by this section will apply to Part 1 property except any item (a) the cost of which (estimated if not known) is less than \$350; (b) which is classified as "X" in accordance with the classification of condition prescribed by the Surplus Property Board; or (c) which was manufactured prior to 1930.

§ 826.611-2 *Industrial Equipment Redistribution Board.* The Industrial Equipment Redistribution Board (hereinafter in this Subpart A referred to as "the Board") has been established by a memorandum between the War and Navy Departments and the Defense Plant Corporation, April 24, 1945. The chiefs of the technical services (except The Quartermaster General and The Surgeon General) will each designate one representative (and one alternate to act in his absence) stationed in the Military District of Washington to serve as members of the Board. The Quartermaster General and The Surgeon General may, if they desire, each designate one officer to serve on the Board. The Director, Readjustment Division, Headquarters Army Service Forces, will designate one officer to act as vice chairman of the Board.

§ 826.611-3 *Duties of the Board.* The Board will study operating procedures, forms and practices in connection with the redistribution and reporting of Part 1 property and will take necessary action or make appropriate recommendations to assure the maximum utilization of such property in war production or for national defense. It will direct its efforts toward eliminating the purchase by the Government of new Part 1 property when requirements can be supplied from Government-owned idle property.

§ 826.611-4 *Redistribution.* The chief of the owning technical service will determine and take whatever action is necessary to redistribute idle War Department owned Part 1 property (other than items excepted by § 826.611-1) within the technical service. The period of such redistribution will be limited to 20 days from the time when such property was determined to be idle. Circularization, if any, will not be made to other technical services.

§ 826.611-5 *"War Available" reports.* If War Department owned Part 1 property is not redistributed or definitely assigned for immediate transfer to war production by the owning technical service within the 20 day period prescribed by § 826.611-4, it will be reported to the Board as "War Available" on suitable Kardex forms approved by the Board (address: Industrial Equipment Redistribution Board, % Defense Plant Corporation, 811 Vermont Avenue, NW., Washington 25, D. C.). Each such form shall

include only one item of Part 1 property and its accessories, and shall be prepared as fully and accurately as possible with particular attention to matters of description and condition. Redistribution efforts may be continued after reporting property to the Board as "War Available": *Provided, however,* That no property so reported may be transferred, except to storage, or returned to production without the approval of the Board. When Part 1 property is reported to the Board, the owning technical service will indicate which, if any, items it requires for future modernization, stand-by, or War Department industrial reserve, in the event that such items are not redistributed by the Board for immediate war use. If a technical service moves any property to storage after it has been reported to the Board as "War Available," it will notify the Board promptly of the change in location.

§ 826.611-6 *War Available Equipment File.* The Board will maintain a War Available Equipment File of Part 1 property reported to it by the technical services. Property reported to the Board as "War Available" will be available for redistribution through the Board for a period not to exceed 40 days from the date of its receipt of such report: *Provided, however,* That the Board may extend such redistribution period for an additional period not to exceed 20 days.

§ 826.611-7 *Screening requirements.* The Board member of each technical service will screen his service's requirements for Part 1 property against the War Available Equipment File and such records of surplus equipment as are maintained centrally by the Reconstruction Finance Corporation. Under the jurisdiction of the Board, the Joint Army-Navy Screening Staff will review War Production Board 542 (formerly PD-3A) certificates, as provided in WPB Directive 23 as amended, and available order boards of equipment manufacturers, and will screen these war equipment requirements against the War Available Equipment File and such records of surplus equipment as are maintained centrally by the Reconstruction Finance Corporation.

§ 826.611-8 *Requests for transfer.* When the Board ascertains a requirement for items which can be supplied from the War Available Equipment File, it will direct that the member representing the requiring technical service submit in behalf of his service a written request for transfer of the items, together with appropriate instructions, to the owning technical service or Bureau via the Board. If any item selected from the War Available Equipment File proves, upon inspection by the requiring service not to be in satisfactory condition, the Board will be so advised. Upon receipt of a request for transfer of an item, indorsed by the Board, the owning technical service will promptly transfer the item in accordance with Part 823 of this subchapter, even though the owning technical service or Bureau has earmarked the item for future modernization, stand-by or War Department industrial reserve.

§ 826.611-9 *Release of Part 1 property.* If any Part 1 property reported to the Board as "War Available" has not been redistributed by the Board within the designated period, it will be released by the Board and reported back to the owning technical service.

§ 826.611-10 *Idle Part 1 property.* Idle Part 1 property need not be reported to the Board as "War Available" when:

(a) The contractor submits an application for removal of the property pursuant to § 843.863 and the technical service reports the property promptly to a disposal agency as surplus; however, in such cases, the technical service will forward to the Board a copy of the surplus report transmitted to the disposal agency; or

(b) The technical service agrees to sell the property to the contractor pursuant to § 843.861-3 or § 843.864-4.

If, subsequent to its report of property to the Board as "War Available", a technical service receives an application from the contractor for removal of the property and it wishes to report such property promptly as surplus to a disposal agency, or if the contractor agrees to purchase the property, the Board will be notified thereof, and will immediately release any of the property covered by such removal or purchase application for which redistribution instructions cannot be furnished.

§ 826.611-11 *"Freezing" idle Part 1 property.* When a technical service contemplates that a facility should be maintained intact for possible further war production or, where appropriate, for disposal as an integrated unit, it may "freeze" idle Part 1 property and need not report it to the Board as "War Available"; however the "freeze" will not constitute actual "stand-by", which requires other action in accordance with WD Circular 8, 1944, as amended. Where Part 1 property is thus "frozen," the owning technical service will report to the Board the name and address of the plant or installation in which such property is located, together with information as to the nature of the property and purposes for which its retention intact is desired.

§ 826.612 *Determination of surplus.* When Part 1 property, excluded from the Board's redistribution procedure as set forth in § 862.611, becomes idle and is determined to be excess to the needs of the owning service, it will be deemed surplus without further action and will be disposed of by the technical service in accordance with Part 827. When Part 1 property subject to redistribution by the Board is released by the Board and reported back to the owning technical service in accordance with § 826.611-9, it will be disposed of by the technical service in accordance with Part 827.

§ 826.613 *Interim procedure.* Part 1 property which has not been reported as surplus to a disposal agency prior to the issuance of this regulation will not be so reported unless it has first been reported to the Board as "War Available" and released by the Board in accordance with § 826.611-9: *Provided, however,* That Part 1 property which has already

been circularized may be reported as surplus without being reported to the Board as "War Available", if the technical service forwards a copy of such surplus report to the Board.

§ 826.614 *Authorized stand-by and War Department industrial reserve.* Prior to the cessation of hostilities, items of Part 1 property, other than those suitable solely for production of purely military items, will not be held in stand-by or War Department industrial reserve without the prior approval of the Director, Production Division, Headquarters Army Service Forces, or, in the case of Part 1 property of the Army Air Forces, the Commanding General, Army Air Forces.

§ 826.615 *Part 1 property owned by Defense Plant Corporation.*

§ 826.615-1 *Applicability.* The provisions of §§ 826.615 to 826.615-3 will not apply to complete Defense Plant Corporation projects for which redistribution procedures are established by paragraph 4b, WD Memorandum W5-44, January 25, 1944.

§ 826.615-2 *Procedure.* The following procedure has been agreed upon between the War Department and the Defense Plant Corporation with respect to Part 1 property owned by Defense Plant Corporation and sponsored by a technical service (including Production Division, Headquarters Army Service Forces (referred to in this § 826.615 as Production Division) when it is the sponsor):

(a) The DPC Supervising Engineer will cooperate with the local representative of the sponsoring service (in the case of a technical service) or the Director, Production Division, to ascertain when such property is idle.

(b) The Defense Plant Corporation will prescribe a standard form upon which contractors will indicate such idle property. The standard form will be filed by the contractor with the DPC Supervising Engineer who will inform the contractor as to the number of copies to be made. The Supervising Engineer will deliver the original and two copies of the form to the local representative of the sponsoring service (in the case of a technical service) or to the Director, Production Division.

(c) Upon receipt of a duly executed standard form, the local representative will forward the original and two copies to the chief of the technical service, who will determine whether such property is required by the service or may be released to the Defense Plant Corporation as no longer required by such service. When Production Division is the sponsor, the determination will be made by the Director, Production Division. The determination will be made within a period of 20 days from the time when the form is submitted to the local representative of the service or to the Director, Production Division. If the property is not redistributed or definitely assigned for immediate war production by the sponsoring technical service or the Production Division, the chief of the technical service or the Director, Production

Division, will acknowledge its release on the original copy of the form and will forward the original to the Defense Plant Corporation through the Board. The Board will attempt to redistribute the property in accordance with the procedures prescribed in § 826.611 so far as they are applicable. If redistribution cannot be accomplished, the form will be turned over to the Defense Plant Corporation and will constitute a formal release by the War Department.

(d) When the property is not required by the sponsoring technical service or the Production Division for an immediate war production requirement but is required for authorized future modernization, stand-by, or War Department industrial reserve, the release prescribed by paragraph (c) above will not be executed; however, the forms will nevertheless be forwarded to Defense Plant Corporation through the Board with notation to indicate the intention to withhold the property for future modernization, stand-by, or War Department industrial reserve. The Board will attempt to redistribute the property for immediate war production and, if thus redistributed, it will so notify the sponsoring technical service or the Production Division.

§ 826.615-3 The chief of a sponsoring technical service and the Director, Production Division, will expedite the determination of requirements pursuant to § 826.615-2 when notified by the Defense Plant Corporation that the contractor in possession has:

(a) Offered to purchase of Part 1 property; or

(b) Requested removal of such property pursuant to section 12 (g) of the Contractor Settlement Act of 1944.

In such cases, the chief of the sponsoring service and the Director, Production Division, will not defer action upon a release for a period in excess of 10 days from receipt by the local representative of the service or by the Director, Production Division, of a request for release accompanied by a schedule of the property and by a notification from Defense Plant Corporation as aforesaid.

PART 829—APPENDIX

1. Section 829.902 is amended by changing the material under the heading "Office of the Chief Signal Officer" to read as follows:

§ 829.902 *Offices to receive Part 1 and Part 3 circularization lists.*

OFFICE OF THE CHIEF SIGNAL OFFICER

Director, Requirements Division, Procurement & Distribution Service, Office of the Chief Signal Officer, Washington 25, D. C.	1
Chief, Communications Engineering Br., Army Communications Service, Office of the Chief Signal Officer, Room 4D279 Pentagon Building, Washington 25, D. C.	1
Commanding Officer, Signal Security Agency, Army Communication Service, Office of the Chief Signal Officer, Pentagon Building, Room 3C340, Washington 25, D. C.	1

Commanding Officer, Signal Corps
Photographic Laboratory, Army War
College, Washington 25, D. C. 1
Chief, Special Activities Branch, Office
Service Division, Office of the Chief
Signal Officer, Pentagon Building,
Room 3C283, Washington 25, D. C. 1
Commanding Officer, Storage and Issue
Agency, 128 North Broad Street, Phila-
delphia 2, Pa. Attn: Redistribution
and Salvage Officer. 1
Officer in Charge, Plant Engineering
Agency, SPSLP-82, Architects Building,
17th and Sansom Streets, Philadelphia
3, Pa. 3
Commanding Officer, Philadelphia Sig.
C. Procurement District, 128 North
Broad Street, Philadelphia 2, Pa. 1
Officer in Charge, Philadelphia Signal
Corps, Production Field Office, Archi-
tects Building, 17th and Sansom
Streets, Philadelphia 3, Pa. 1
Officer in Charge, Sig. C. Ground Sig.
Maintenance Br., Architects Building,
17th and Sansom Streets, Philadelphia
3, Pa. 1
Commanding Officer, Monmouth Sig.
C. Procurement District, Bradley Beach,
N. J. 1
Commanding General, Eastern Sig. C.
Training Center, Fort Monmouth, N. J. 1
Commanding Officer, Signal Corps
Ground Signal Agency, Shark River
Hills Hotel, Bradley Beach, N. J., Attn:
Redistribution and Salvage Officer. 1
Commanding Officer, Signal Corps Pho-
tographic Center, 35-11 35th Avenue,
Long Island City 1, N. Y. 1
Officer in Charge, New York Sig. C. Pro-
duction Field Office, 165 Broadway,
New York 6, N. Y. 1
Commanding Officer, Army Experimental
Station, Pine Camp, N. Y. 1
Officer in Charge, Los Angeles Sig. C. Pro-
duction Field Office, Rm. 1009, Pacific
National Bldg., 315 West Ninth Street,
Los Angeles 15, Calif. 1
Director, Western Div., Sig. C. Photo-
graphic Center, 1421 North Western
Avenue, Los Angeles, Calif. 1
Officer in Charge, Chicago Sig. C. Pro-
duction Field Office, 1 North LaSalle Street,
Chicago 2, Ill. 1
Commanding Officer, Holabird Signal
Depot, Baltimore, Md., Attn: Training
Branch. 1
Commanding General, Camp Crowder,
Mo. 1
Commanding Officer, Alaska Communi-
cation System, Seattle, Wash. 1

2. Sections 829.905-4 and 829.905-5 are amended to read as follows:

§ 829.905-4 *Surplus War Property Administration—Regulation No. 3.* On August 9, 1944, the Administrator of the Surplus War Property Administration issued Regulation No. 3, the text of which is as follows:

STANDARD GENERAL-PURPOSE MACHINE TOOLS PRICING POLICY FOR SALE BY RFC

Scope of regulation. By Regulation No. 1, Reconstruction Finance Corporation was designated as the disposal agency for surplus war property of the type generally described as capital and producers' goods. Property so assigned includes machine tools.

The purpose of this regulation is to establish a pricing policy for the sale by Reconstruction Finance Corporation of standard general-purpose machine tools which have been used and which it has available for disposal as surplus.

The policy has been established on a fixed price basis so that prospective purchasers will be able to make current plans with reason-

able certainty involving the purchase of surplus machine tools. The prices fixed are based on the original price of the machine tool at the plant of its manufacturer, depreciated over the period of its active use at rates which take into account, among other things, the usage which most such tools are undergoing in war production.

This regulation does not apply to special types of machine tools or to other production equipment.

This regulation shall become effective August 15, 1944. It is recommended that any arrangements made prior to that date for the sale of used standard general-purpose machine tools at prices differing from those set forth herein, be revised to conform to the prices herein set forth if they have not theretofore become contractually binding.

While this regulation applies only to sales of surplus machine tools, the Administration has been advised by the principal owning agencies that, in such sales of machine tools which have not been declared surplus as may be made by them, they intend to adhere to the prices herein set forth.

Definitions. "Standard general-purpose machine tools" are machine tools being currently produced and are types used in civilian production; they consist of those listed in the Standard Commodity Classification, Vol. I, Major Group 34, Code Number 34 11000 to 34 19900, inclusive, with the exception of Special Machine Tools designed for and used exclusively in the production of war material, such as:

Special gun reaming, rifling and chambering machines.
Gun boring and turning lathes.
Shell turning lathes.
Shell tappers.
Small arms ammunition machinery.
Special military tank manufacturing machine tools.
Special aircraft manufacturing machine tools.
Special shipbuilding machine tools.
Other special war production machine tools.

Price policy. All sales of used standard general-purpose machine tools, which have been declared surplus to Reconstruction Finance Corporation as disposal agency, shall be made at prices computed as follows: *Provided*, That all sales shall be made in conformity with all applicable War Production Board and Office of Price Administration regulations:

(1) The original price of the manufacturer of the machine tool, inclusive of electric equipment and standard accessories, shall be computed f. o. b. the plant of such manufacturer. If special tooling is to be sold with the machine tool, its original price shall be included, on the same basis.

(2) The period of active use of the machine tool shall be computed on the basis of the best information reasonably available. This period shall run from the estimated date the machine tool was originally put in use to the date of sale, if the machine tool is then still in use. If the machine tool is not in use at the time of sale, the period shall run to the estimated date when the machine tool became idle.

(3) The price computed pursuant to paragraph (1) above shall be used as a base. The price at which machine tool shall be offered for sale shall be computed by applying to that base the percentage appearing in Exhibit I to this regulation opposite the period of active use of the machine tool computed pursuant to paragraph (2) above. The percentage appearing in column B of Exhibit I shall be applied where the buyer is the person who is using the machine tool at the time of sale or, if the machine tool is then idle, the person who last used it, and the percentage appearing in column A shall be applied where the sale is to any other buyer.

(4) The price computed pursuant to paragraph (3) above shall be the sale price

f. o. b. cars or trucks at the location of the machine tool at the time of sale.

(Signed) W. L. CLAYTON,
Administrator.

EXHIBIT I

Period of active use	A (per- cent)	B (per- cent)
Less than one month	85.0	90.0
1 month	82.5	87.5
2 months	80.0	85.0
3 months	77.5	82.5
4 months	75.0	80.0
5 months	72.5	77.5
6 months	70.0	75.0
7 months	69.0	74.0
8 months	68.0	73.0
9 months	67.0	72.0
10 months	66.0	71.0
11 months	65.2	70.2
12 months	64.4	69.4
13 months	63.6	68.6
14 months	62.8	67.8
15 months	62.0	67.0
16 months	61.2	66.2
17 months	60.4	65.4
18 months	59.6	64.6
19 months	58.8	63.8
20 months	58.0	63.0
21 months	57.2	62.2
22 months	56.4	61.4
23 months	55.6	60.6
24 months	54.8	59.8
25 months	54.0	59.0
26 months	53.2	58.2
27 months	52.4	57.4
28 months	51.6	56.6
29 months	50.8	55.8
30 months	50.0	55.0
31 months	49.2	54.2
32 months	48.4	53.4
33 months	47.6	52.6
34 months	46.8	51.8
35 months	46.0	51.0
36 months (or more)	45.2	50.2

§ 829.905-5 *Surplus Property Board; Special Order No. 2.* On April 11, 1945, the Administrator of the Surplus Property Board issued Special Order No. 2, the text of which is as follows:

MACHINE TOOL PRICING POLICY

The purpose of this special order is to make certain administrative determinations relative to the machine tool price policy contained in Regulation No. 3 of the Surplus War Property Administration (9 F.R. 9870). That regulation provides that used standard general-purpose machine tools shall be sold at specified percentages of the manufacturer's original sales price. These percentages, as set forth in the schedule annexed to the regulation, decrease with each month of active use, up to 36 months. At that point the schedule ends with the percentage of 45.2 of original cost, and all tools that have been in active use for more than 36 months are sold at the same percentage (45.2) of the manufacturer's original sales price.

This special order is designed to facilitate the administration of the foregoing price policy. The order permits the disposal agency at its election, to use the March 1, 1941 price of the nearest equivalent new machine tool, as the base price for machine tools manufactured before March 1, 1941.

The order also permits the disposal agency to sell machine tools manufactured prior to January 1, 1936 at current market prices, even if those prices are below the 45.2% minimum specified in the foregoing regulation.

Pursuant to the authority of the Surplus Property Act of 1944 (Pub. Law 457, 78th Congress, 2d Sess.; 58 Stat. 765), It is hereby ordered, That, in applying the provisions of Regulation No. 3 of the Surplus War Property Administration (9 F.R. 9870) relating to the sale of used standard general-purpose ma-

chine tools, the Reconstruction Finance Corporation may:

1. Use as an alternative base price for any machine tool manufactured prior to March 1, 1941, the March 1, 1941 price of the nearest equivalent new machine tool, and

2. Sell any such machine tool manufactured prior to January 1, 1936, at current market prices but not in excess of the applicable prices determined in accordance with SWPA Regulation No. 3, and this Special Order No. 2.

This order shall become effective upon publication in the FEDERAL REGISTER.

SURPLUS PROPERTY BOARD,
By (Signed) A. E. HOWSE,
Administrator.

[SEAL]

J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 45-11218; Filed, June 25, 1945;
11:34 a. m.]

Subchapter C—Termination of Contracts

[Joint Termination Regulation (PR 15)]

MISCELLANEOUS AMENDMENTS

The following amendments and additions to the regulations contained in Parts 841-849 are hereby prescribed. These regulations are also contained in Procurement Regulations, Change 47, 20 April 1945 (10 F.R. 5171) as amended by Change 49, 20 June 1945.

AUTHORITY: Parts 841 to 849 inclusive, issued under sec. 5a, National Defense Act, as amended, 41 Stat. 764, 54 Stat. 1225, 10 U.S.C. 1193-1195, and the First War Powers Act, 1941, 55 Stat. 838; 50 U.S.C. Sup. 601-622; Contract Settlement Act of 1941; 58 Stat. 649.

NOTE: In order to conform the Joint Termination Regulation to the numbering system used in the Code of Federal Regulations, the following changes have been made: Sections in the original regulations have been treated as code parts, parts as code subparts, and paragraphs as code sections. Thus Section I becomes Part 841, Section II becomes Part 842, part 1 of any section becomes Subpart A, part 2 becomes Subpart B, etc. Paragraphs in the original regulations become sections, with the number to the right of the decimal point corresponding to the original paragraph number, except that where paragraph numbers also contain a decimal point the point is changed to a dash. The original paragraph numbers appear in brackets following text affected.

For an explanation of the numbering and arrangement of the original regulations see §§ 841.113 to 841.113-5.

PART 841—GENERAL PROVISIONS

SUBPART D—ADMINISTRATION OF TERMINATIONS

In § 841.143, paragraph (c) is amended to read as follows:

§ 841.143 *Delegation of authority.*
* * *

(c) The chief of each service or bureau may redelegate any authority or discretion granted to him by this regulation, with or without authority to make successive redelegations (1) within his service or bureau, except where action is explicitly required to be taken by such chief himself or by a specified officer or employee within his service or bureau,

or (2) to the chief of another service or bureau: *Provided*, That no such delegation shall be made to the chief of another service or bureau without his consent. In connection with the redelegation of authority between services or bureaus, direct communication between the chiefs of the services or bureaus and their representatives is authorized. [JTR 143]

PART 842—PROCEDURES FOR TERMINATING PRIME CONTRACTS

SUBPART A—AUTHORITY FOR TERMINATIONS

Sections 842.217-2 and 842.217-3 are amended to read as follows:

§ 842.217-2 *Where suspensions authorized.* (a) Arbitrary suspension of performance of work under contracts generally causes undue hardship to affected war contractors and increased costs to the Government, gives rise to injurious uncertainty in the minds of management and labor, and otherwise creates confusion and disorganization harmful to the war effort and to the national economy. Contracting officers should not direct a prime contractor to suspend performance while attempting to decide requirements for continuing production or as a temporary expedient in connection with the solution of other administrative problems. Suspensions will, therefore, be ordered only to the limited extent permitted by paragraph (b) below, and every precaution will be taken to insure that each suspension is in fact in the public interest in the light of the factors set out above and not merely an administrative convenience.

(b) Contractors may be directed to suspend performance of work only where:

(1) A termination has definitely been decided upon, but time is needed in which to determine whether the termination should be effected as a termination for default or for the convenience of the Government; or

(2) Complete, or a substantial part of, performance under the contract is needed, but cessation of performance for a period not unreasonable under the circumstances is necessary or deemed to be in the best interest of the Government, provided that the written approval (in the case of the War Department) of the head of the local procurement district, depot, or other office, or (in the case of the Navy Department) of the chief or assistant chief of the bureau, acting personally, will be required for the continuance of any suspension (subject to § 842.217-3 (c)) issued under this paragraph (2) for more than five days after receipt of a request by the contractor for its revocation; or

(3) Prior approval of the Readjustment Division, ASF, or the Industrial Readjustment Branch, OP&M, is obtained. [JTR 272.2]

§ 842.217-3 *Terms of suspension.* (a) Where a suspension is ordered, the contracting officer should:

(1) Discuss with the prime contractor the nature and terms of the suspension and reduce such terms to writing;

(2) Limit the duration of the suspension to the shortest practicable period; and

(3) Avoid delay in reaching any decision which may be required as to the necessity, nature, or scope of a termination.

(b) If possible, the contracting officer should negotiate with the contractor a supplemental agreement covering the terms of the suspension. If the prime contract does not already contain a termination article substantially in the form currently approved, the agreement should insert the appropriate approved article.

(c) Unless the prime contract or supplemental agreement provides otherwise, the contractor may elect to treat any suspension, extending for thirty days or more, as a termination. Whether the contract is reinstated or terminated, the reasonable costs of the contractor caused by the suspension should be paid either pursuant to an appropriate supplemental agreement or as a part of the termination settlement.

(d) The contracting officer shall not suspend performance of work under a contract before clearance with, or notice to, the War Production Board, if required by § 842.233. [JTR 217.3]

SUBPART B—ADVANCE PREPARATIONS FOR TERMINATION SETTLEMENTS

1. In § 842.222-3, the introductory text of paragraph (i) preceding subparagraph (1) is amended to read as follows:

§ 842.222-3 *Specific subjects of discussion with contractors.* * * *

(i) *Disposal of property by the contractor.* In general, it is the policy of the Government to encourage war contractors to retain or sell as much termination inventory as possible at prices which conform to regulations of the Surplus Property Board.

2. In § 842.224-1, paragraph (c) is added, as follows:

§ 842.224-1 *Regulations of Office of Contract Settlement.* * * *

(c) Regulation No. 9 of the Surplus Property Board provides:

To the maximum extent practicable decisions for the retention or disposal by contractors of all types of contractor inventories shall be made in advance of termination by means of pretermination agreements or otherwise. Provisions may be included in pretermination agreements for the determination of what property shall be considered to be scrap and for the retention or disposal of all types of property by the contractor. Pretermination agreements may also provide for the care and handling and removal of contractor inventories and for the classes of property that the owning agency will take over.

[JTR 224.1]

3. Section 842.224-2 is amended to read as follows:

§ 842.224-2 *Price provisions in pretermination settlement agreements.* The following provisions apply to pretermination agreements entered into on and after July 1, 1945:

(a) Any property, except scrap, which is to be retained by the contractor for his own use, may be retained at prices that

are fair and reasonable and not less than the proceeds that could reasonably be expected to be obtained if the property were offered for sale. The agreement shall contain in connection with each such retention a written representation from the contractor that he intends to use or consume the property for manufacturing, construction, maintenance or repair purposes, and that he is not retaining it for the purpose of reselling it at profit.

(b) Any property, except scrap, which is to be retained by the contractor not for his own use may be retained at either (1) prices that are fair and reasonable and not less than the proceeds that could reasonably be expected to be obtained if the property were offered for sale, but in no event less than 50% of cost (estimated if not known); or (2) market prices.

(c) Any property to be retained by the contractor as scrap may be retained at market prices with or without a scrap warranty.

(d) All prices referred to in this paragraph may be determined either as of the time of the agreement or the time of termination. [JTR 224.2]

4. In § 842.224-3 (a), clause (2) is amended to read as follows:

§ 842.224-3 *Required conditions.* (a) * * * (2) that the agreement will advance one or more of the objectives of the act.

5. In § 842.225-4, the fourth sentence is amended to read as follows:

§ 842.225-4 *Property required by Government.* * * * In general, the Government will require raw materials only where the supply is critical, and, as to spare parts, will require only completed components and assemblies.

5. Section 842.225-6 is amended to read as follows:

§ 842.225-6 *Scrap.* (a) For the purpose of this subpart the term "scrap" shall mean property that has no reasonable prospect of sale except for its basic material content.

(b) All scrap determinations shall be submitted for disposal board review and approval as provided in § 842.227-2. [JTR 225.6]

6. Paragraph (c) is added to § 842.226-2, as follows:

§ 842.226-2 *Pretermination settlement agreements.* * * *

(c) When a pretermination settlement agreement between a war contractor and his subcontractor has been made binding on the Government by the approval of one service or bureau, any other service or bureau may rely upon that approval and, without making any independent review of any provisions so approved, may approve other pretermination settlement agreements or other settlements between the subcontractor and the same or other customers which contain or give effect to the same provisions. Such action may appropriately be taken with respect to provisions of general application to all claims of the subcontractor, such as those determin-

ing overhead or profit rates or classifying items of termination inventory. [JTR 226.2]

7. Section 842.227-2 is amended to read as follows:

§ 842.227-2 *Approval by disposal board.* Where a pretermination settlement agreement provides for the retention or disposal of any termination inventory by the contractor, or for a scrap determination, regardless of the cost of the property involved, such agreement shall be subject to prior review and approval by a disposal board established under § 844.455. [JTR 227.2]

8. In § 842.227-3, paragraphs (e) and (f) are amended to read as follows:

§ 842.227-3 *Approval by Readjustment Division or Industrial Readjustment Branch.* * * *

(e) Is a direct pretermination settlement agreement with a war contractor under § 842.224-5 or § 842.226-3; or

(f) Relates to reimbursement of costs or adjustment of the fee under a cost-plus-a-fixed-fee contract. [JTR 227.3]

SUBPART C—DISTRIBUTION OF CUTBACKS

1. Section 842.231-2 is amended to read as follows:

§ 842.231-2 *Review boards.* The chief of each service (except the Army Air Forces) and the chief of each bureau will establish one or more boards of review composed of not less than three responsible officers or employees to review proposed terminations of contracts and reductions in individual delivery schedules. Such a board shall review each such cutback required to be cleared by the War Production Board (CPAD), which involves a selection of facilities and a reduction of more than \$500,000 in the total value of the items to be delivered under all prime contracts with that service or bureau for substantially similar procurement items (a) in the current month or in any one of the succeeding 11 months, or (b) in the case of Navy Department ship construction, in the current month or any succeeding month. The chief of the service or bureau in his discretion may require proposed cutbacks involving smaller amounts to be submitted to a review board. In the Army Service Forces such Boards shall review all cutbacks which may result in the complete or partial closing of government-owned plants and transmit the action of the board to the Commanding General ASF (Director, Production Division) for approval. [JTR 231.2]

2. Section 842.232-5 is amended to read as follows:

§ 842.232-5 *Government-owned versus privately-owned facilities.* Privately-owned plants not normally engaged in production of a military character will be given first priority of release from war production in order to facilitate their reconversion to civilian production, due consideration being given to the wishes of the contractors. Government-owned plants will be kept in operation or reserve until their production is clearly no longer required for military needs.

However, where a plant is located in an isolated section with no opportunity for displaced workers, the exercise of wise administrative discretion may prompt other action. [JTR 232.5]

3. In § 842.232-10, the word "elect" is amended to read "prefer".

4. In § 842.233-1 paragraph (b) is revoked and paragraph (c) is redesignated paragraph (b).

5. Section 842.233-3 (a) is amended to read as follows:

§ 842.233-3 *PEC Form A, preliminary advice of current cutbacks.* (a) PEC Form A will be filed for a proposed cutback which will involve a reduction of more than \$500,000 in the total value of items to be delivered under all prime contracts with that service or bureau for substantially similar procurement items (1) in the current month or any one of the succeeding 11 months or (2) in the case of Navy Department ship construction, in the current month or any succeeding month.

6. Sections 842.237, 842.238, 842.238-1 and 842.238-2 are revoked, as follows:

§ 842.237 *Period I procedures in the War Department; general plan.* [Revoked]

§ 842.238 *Period I procedures in the War Department; action by the services.* [Revoked]

§ 842.238-1 *Army Service Forces.* [Revoked]

§ 842.238-2 *Army Air Forces.* [Revoked]

SUBPART E—IMMEDIATE ACTION AFTER TERMINATION

In § 842.251-3, paragraph (b) is redesignated (c), and a new paragraph (b) is added, as follows:

§ 842.251-3 *Termination of subcontracts.* * * *

(b) In the notice of termination, the prime contractor will inform his subcontractors of the number of the prime contract to which their subcontracts relate, and the name and address of the contracting officer administering the prime contract. Each subcontractor will, in turn, include such information in the notice terminating any next lower tier subcontract.

(c) The prime contractor should take such action as the contracting officer may direct to secure to the Government by assignment or otherwise the benefit of his rights under subcontracts in accordance with § 846.614. [JTR 251.3]

PART 843—INTERIM FINANCING

SUBPART E—PARTIAL PAYMENTS FOR THE BENEFIT OF PRIME CONTRACTORS

In § 843.355 (a), subparagraph (3) is amended to read as follows:

§ 843.355 *Partial payments to prime contractors on account of final settlements with, or partial payments to, subcontractors.* (a) * * *

(3) The amount of any partial payment made pursuant to authority to make partial payments in amounts up to

\$10,000 granted to the prime contractor under § 843.363 or pursuant to other authorization by the contracting officer.

SUBPART F—PARTIAL PAYMENTS FOR THE BENEFIT OF SUBCONTRACTORS

1. In § 843.364-4, paragraphs (c), (e) and (f) are amended to read as follows:

§ 843.364-4 *Fund created by direct loan to war contractors.* * * *

(c) An application for a direct loan shall be in the form of a letter. Such letter shall (1) indicate the amount of the loan requested, (2) list the services and bureaus under which the applicant holds war contracts and the approximate current dollar value of such contracts under each of such services or bureaus, (3) indicate any outstanding advance payments or loans to the applicant, (4) estimate the number and total amount of subcontract termination claims which it is anticipated will be settled or partially paid by the applicant during the next 90 days, (5) enclose a certified copy of the applicant's balance sheet and operating statement for the latest fiscal year and for the latest period subsequent to such fiscal year, and, if the contractor has an outstanding loan, any necessary consents of financing institutions to the additional borrowing, and (6) indicate the name of the bank or banks which it is proposed to use as a depository for the fund.

(e) (1) In the War Department, the contracting officer with whom the application is filed will forward the application, together with his recommendations thereon (including a specific statement concerning each of the matters referred to in paragraph (d) hereof to the extent known) through channels to the Advance Payment and Loan Branch for approval. If the contracting officer's recommendation is favorable, the application will be accompanied by 8 copies of the loan agreement, in substantially the form set forth in § 849.955, and 4 copies of the voucher required by § 843.364-5, both executed by the contractor, together with 8 copies of the depository agreement executed by the bank. The amount of the application for a loan as recommended by the contracting officer will be inserted in the loan agreement and in the voucher, but the name of the Financial Contracting Officer and the contract number shall be left blank for insertion upon approval by the Advance Payment and Loan Branch.

(2) In the Navy Department, the Finance Division, OP&M, before approving the application, will obtain the recommendations of the Assistant Chief of Procurement and Material for Industrial Readjustment.

(f) Upon approval of the application, an agreement in substantially the form set forth in § 849.955 will be executed by a Financial Contracting Officer in the War Department, or by the Chief, Deputy Chief or Assistant Chief of the Finance Division, OP&M, in the Navy Department. [JTR 364.4]

2. Section 843.364-5 is amended to read as follows:

§ 843.364-5 *Disbursement of direct loans for the benefit of subcontractors.* In making a direct loan to a war contractor for the benefit of subcontractors, payment will be made to the war contractor on the basis of a voucher which (a) contains a Form 1034 certificate signed by the war contractor and (b) is approved by a person authorized under the preceding paragraph to execute the agreement. A confirmed copy of the agreement will be attached to the first voucher by the approving officer. In addition, the voucher shall include substantially the following provision:

The payment covered by this voucher is a payment pursuant to the Agreement for Subcontractors' Payment Fund, No. _____, dated _____, authorized by the Contract Settlement Act of 1944 and the Joint Termination Regulation.

[JTR 364.5]

3. Section 843.368-2 is amended to read as follows:

§ 843.368-2 *Partial payments to war contractors on account of final settlement with, or partial payments to, lower tier subcontractors.* A war contractor may include in his application for a partial payment any of the amounts provided for in the case of prime contractors by § 843.355, and under like conditions. [JTR 368.2]

PART 844—TERMINATION INVENTORY

SUBPART A—GENERAL POLICIES

Section 844.417-2 is amended to read as follows:

§ 844.417-2 *Common items.* (a) Items which are reasonably usable on other work of the war contractor because they are materials, parts or components, common in nature to both the terminated contract and other work of the contractor, should not be listed on termination inventory schedules nor should any costs with respect thereto be included in his settlement proposal, to the extent that the items are reasonably applicable to the contractor's other work. The foregoing provision is not intended to prevent a war contractor from listing properly allocable items which cannot be used on other work except at a loss to the contractor. The determination of whether or not items are reasonably usable on other work of the contractor and without loss should be made as of the effective date of termination.

(b) In the settlement of a terminated contract common items properly allocable thereto may be taken into consideration in determining the amount to be paid, on the same basis as other termination inventory, and such items may be retained, sold or otherwise disposed of in the same way as other termination inventory in accordance with this part. For further instructions regarding common items, see Termination Cost Memorandum No. 3, Regulation No. 14 of the Office of Contract Settlement, set forth in Appendix B. [JTR 417.2]

SUBPART B—SUBMISSION OF TERMINATION INVENTORY SCHEDULES

In § 844.421, the second sentence is amended to read as follows:

§ 844.421 *Schedules not required on Form 1a.* * * * This form is to be used only if the war contractor will retain or dispose of all termination inventory and the net amount of the proposed settlement is less than \$1,000.

SUBPART E—DISPOSITION OF TERMINATION INVENTORY; AUTHORITY OF GOVERNMENT PERSONNEL

1. Paragraph (i) is added to § 844.455-3, as follows:

§ 844.455-3 *Dispositions not subject to review.* * * *

(i) Retentions or sales in connection with settlements based on proposals properly submitted in accordance with § 845.524-1 on Form 1a. [JTR 455.3]

2. Section 844.457-3 is amended to read as follows:

§ 844.457-3 *Reporting to disposal agency under special arrangements.* (a) Under a special arrangement between Air Forces and Reconstruction Finance Corporation, surplus aircraft items listed in § 827.702-2 (d) of this chapter will be reported to Reconstruction Finance Corporation, Surplus Property Division, Chamber of Commerce Building, Springfield, Ohio.

(b) Special arrangements have been entered into under a Memorandum of Understanding between the Army Air Forces, the Navy, Army Signal Corps, and Defense Supplies Corporation, as agent for the Reconstruction Finance Corporation, covering disposition of certain electronic components, parts and equipment. Other such special arrangements may be made with the approval of the Readjustment Division, ASF, or the Industrial Readjustment Branch, OP&M. A war contractor whose termination inventory is subject to such arrangements will be notified by the contracting officer. The terms of such arrangements will be observed in disposing of termination inventory affected thereby and in reporting items thereof to a disposal agency as surplus. [JTR 457.3]

SUBPART F—STORAGE AND REMOVAL

Section 844.466-1 (b) is amended to read as follows:

§ 844.466-1 *Preparation of material for removal.* * * *

(b) Such instructions will require that all termination inventory, other than scrap, be crated, baled, or otherwise packaged, and that each container or bale be marked or tagged to show the war contractor's name, the terminated war contract number, the page number of the termination inventory schedule, and the item number. In general only one type of product or material will be packed in the same container or bundle; miscellaneous assortments of items in the same container will be avoided. Packaged kits and sets, however, need not be unpacked, sorted and repacked. Where a single item of inventory is to

be moved in more than one container or bundle, each container or bundle should show its number and the total number in the series, as for example, 1 of 5; 2 of 5; etc. If available, the Surplus War Property Administration report number, or disposal agency identification number assigned to the report, will be shown in the markings or on the tags, in lieu of the contract number. Strict observance of these packaging and marking requirements is essential to efficient handling of termination inventory.

PART 845—GENERAL BASIS FOR SETTLEMENT OF PRIME CONTRACT AND SUBCONTRACT CLAIMS

SUBPART C—BASIS FOR NEGOTIATED SETTLEMENT OF FIXED-PRICE CONTRACTS

Section 845.535-2 is amended to read as follows:

§ 845.535-2 *Effect of Navy Department price adjustment articles after termination.* (a) Certain Navy Department fixed price contracts contain articles providing for the readjustment of contract prices by negotiation or otherwise upon the occurrence of a specified event (the date of occurrence of which is hereinafter referred to as the "target date"). Where a contract contains such an article which specifically prescribes the effect to be given thereto upon termination, the provisions of paragraphs (b) and (c) below shall not apply.

(b) This paragraph applies to terminated fixed price contracts which contain the Uniform General Price Redetermination Article approved for use in Navy fixed price contracts, or any substantially similar article providing for the downward redetermination of contract prices by negotiation or otherwise upon the target date. This paragraph does not apply to any contract under which the price redetermination has been effected prior to the date fixed for termination.

(1) In the absence of unusual circumstances, where the contracting officer finds that, by reason of a termination, the target date will never be reached, the contracting officer shall not exercise any privilege he may have of accelerating the target date, and the termination settlement shall waive the Government's rights under the redetermination article.

(2) Where settlement of a termination claim is completed before redetermination is effected, the settlement agreement shall reserve to the Government any right it may have to redetermination, unless settled and released, or waived, as provided in subparagraph (1) above or paragraph (c) below.

(c) Where performance of work under a terminated contract has been substantially completed, and a termination settlement is effected on the total cost basis (Form 1b) prior to redetermination of price under any redetermination article, any claim of the contractor or the Government under the redetermination article, shall, wherever possible, be settled and released as part of the termination settlement. Redeter-

mination shall not, however, be delayed substantially beyond the original or accelerated target date solely in order to permit the contractor to file his termination claim on Form 1b.

(d) Except as otherwise provided in this section, the readjustment or redetermination of prices shall proceed upon the terms and conditions stated in the contract, regardless of any termination thereof. [JTR 535.2]

SUBPART D—BASIS FOR FORMULA SETTLEMENT OF FIXED-PRICE CONTRACTS

Section 845.541-3 is amended to read as follows:

§ 845.541-3 *Subcontractors' claims.* The war contractor is entitled to the costs of settling and paying claims under terminated subcontracts allocable to the terminated portion of the war contract. For the purpose of computing the allowance for profit, the amounts paid or payable to subcontractors for materials delivered or services furnished by them before the effective date of termination should be treated as a part of the war contractor's own charges and not as part of the cost of settling termination claims of subcontractors. [JTR 541.3]

SUBPART F—BASIS FOR SETTLEMENT OF COST-PLUS-A-FIXED-FEE CONTRACTS

1. Paragraph (c) of § 845.562-3 is amended to read as follows:

§ 845.562-3 *Partial termination.*

(c) Where the contracting officer determines that the terminated portion is clearly severable from the balance of the contract, the terminated portion and any related claims likewise severable and appropriate for settlement in connection with the terminated portion may be settled separately, in accordance with § 845.563 if the settlement includes reimbursed costs, or in accordance with § 845.564 if the settlement does not include reimbursed costs. [JTR 562.3]

2. In § 845.563-2, paragraph (b) is amended to read as follows:

§ 845.563-2 *Discontinuance of vouchers.*

(b) Although discontinuance of the use of Form 1034 cost vouchers will permit speedier settlement, a contractor may elect to continue presenting costs on Form 1034 cost vouchers. A contractor who continues presentation of Form 1034 cost vouchers may at any time thereafter elect to discontinue the use of such vouchers. A contractor will not, however, be permitted during the same period of time to use both Form 1034 cost vouchers and settlement proposals in presenting his costs, except that during the continued use of Form 1034 cost vouchers a contractor may present settlement proposals which are to serve as a basis for the negotiation of a partial settlement authorized by § 845.564-2 (a).

3. In § 845.563-6 paragraph (c) is amended to read as follows:

§ 845.563-6 *Authority to proceed with final settlement agreement.*

(c) In negotiating the settlement, the provisions of the particular contract gov-

erning the types of reimbursable costs shall constitute the basis of negotiation. The contracting officer will have for his consideration the accountant's report submitted in accordance with § 845.567-3. Differences of opinion between the parties to the settlement as to the interpretation of the provisions of the contract and their application to the circumstances of the particular case should be settled by agreement whenever feasible. The negotiated settlement, however, will not be made the means of reimbursing contractors for costs which under the provisions of the contract are not allowable. No unreimbursed cost will be allowed which is identical in nature to an item of the contractor's own costs (as distinguished from reimbursement by the contractor of a cost incurred by a cost-plus-a-fixed-fee subcontractor) required to be excluded from the settlement under the provisions of this section. [JTR 563.6]

4. In § 845.569-2, paragraph (a) is amended to read as follows:

§ 845.569-2 *Cost-plus-a-fixed-fee subcontracts where settlement includes reimbursed costs.* (a) Where the settlement of a terminated cost-plus-a-fixed-fee subcontract includes reimbursed costs, the settlement will be made in accordance with the provisions of § 845.563-6. If subcontract costs which have been reimbursed by the prime contractor are required under § 845.563-6 to be excluded from the agreement settling the prime contract, such costs and any unreimbursed costs identical in nature must likewise be excluded from the agreement settling the subcontract. The contracting officer in charge of the settlement of the prime contract may, however, if the parties to the subcontract settlement so request, refer any costs not authorized for inclusion in the settlement agreement for instructions as provided in § 845.563-6 (b). [JTR 569.2]

5. Section 845.569-4 is amended to read as follows:

§ 845.569-4 *Direct settlement of cost-plus-a-fixed-fee subcontracts.* With the written approval (in the case of the War Department) of the head of the local procurement district, depot, or other office, or, (in the case of the Navy) of the chief of the bureau settling the related prime contract, the contracting officer may settle directly all claims of a subcontractor under a terminated cost-plus-a-fixed-fee subcontract in accordance with the procedures set forth in §§ 845.569-2 and 845.569-3 and the applicable provisions of Subparts E and F of Part 846, in any case in which such action is deemed necessary or desirable. [JTR 569.4]

SUBPART H—SETTLEMENT REVIEW BOARDS

Paragraph (d) is added to § 845.582-3, as follows:

§ 845.582-3 *Settlements and agreements not subject to review.*

(d) Settlements based on proposals properly submitted in accordance with § 845.524-1 on Form 1a are not subject to review or approval by a settlement review board. [JTR 582.3]

PART 846—SETTLEMENTS OF SUBCONTRACT CLAIMS

SUBPART E—PROTECTION OF SUBCONTRACTORS

Subpart E is amended to read as follows:

Sec.	Scope.
846.650	Supervision of payments to prime contractor for subcontractors.
846.651-1	Statutory provisions.
846.651-2	When duty to supervise arises.
846.651-3	Methods of supervision.
846.652	Supplemental payments to subcontractors.
846.652-1	Statutory provision.
846.652-2	Scope of statutory provision.
846.652-3	Circumstances requiring payment.
846.652-4	Request for authority to make supplemental payments.

SUBPART E—PROTECTION OF SUBCONTRACTORS

§ 846.650 *Scope.* This subpart deals with special procedures for protecting subcontractors where the prime contractor is unable to meet his obligations. The requirements of Regulation No. 17 of the Office of Contract Settlement entitled "Protection of Termination Claims of Subcontractors" (see Appendix B) are effectuated in this subpart and the succeeding Subpart F of this part. [JTR 650]

§ 846.651 *Supervision of payments to prime contractor for subcontractors.* [JTR 651]

§ 846.651-1 *Statutory provisions.* Section 7 (b) of the act provides:

(b) Whenever any contracting agency is satisfied of the inability of a war contractor to meet his obligations, it shall exercise supervision or control over payments to the war contractor on account of termination claims of subcontractors of such war contractor to such extent and in such manner as it deems necessary or desirable for the purpose of assuring the receipt of the benefit of such payments by the subcontractors. [JTR 651.1]

§ 846.651-2 *When duty to supervise arises.* (a) The contracting officer shall be under no duty to make an investigation of the financial condition of any war contractor until he has received a request for protection from one or more subcontractors. If such request is made to him, the contracting officer shall take such steps as he considers reasonable to investigate the financial condition of the war contractor concerned. The identity of the contractor making the request shall not be disclosed except to Government personnel concerned with such investigation. [JTR 651.2]

(b) In determining whether a war contractor is unable to meet his obligations, the contracting officer is required to act only on the basis of substantial evidence indicating that the contractor is insolvent or bankrupt or is involved in pending proceedings in insolvency, bankruptcy, receivership or corporate reorganization, or is in imminent danger of such proceedings. [JTR 651.2]

§ 846.651-3 *Methods of supervision.* Whenever the contracting officer is satisfied that a prime contractor, or a subcontractor with whom a direct settle-

ment is made, is unable to meet his obligations, he shall:

(a) Follow substantially the procedure outlined in § 843.367 in making payments to the war contractor on account of termination claims of subcontractors, or

(b) Make such payments through a trustee or escrow agent, or

(c) Settle directly the termination claims of subcontractors in accordance with Subpart F of this part.

In his discretion, the contracting officer may take action under this paragraph in other cases where he deems it necessary or desirable for the protection of subcontractors. [JTR 651.3]

§ 846.652 *Supplemental payments to subcontractors.* [JTR 652]

§ 846.652-1 *Statutory provision.* Section 7 (f) of the act provides:

(f) If any contracting agency determines that in the circumstances of a particular case equity and good conscience require fair compensation for the termination of a war contract to be paid to a subcontractor who has been deprived of and cannot otherwise reasonably secure such fair compensation, the contracting agency concerned may pay such compensation to him although such compensation already has been included and paid as part of a settlement with another war contractor. [JTR 652.1]

§ 846.652-2 *Scope of statutory provision.* The payment that may be made under this provision is limited to fair compensation for the termination of a war contract. It does not include a payment on account of a claim for completed articles delivered or services performed pursuant to the subcontract or on account of any other claim that may arise under the terminated contract. [JTR 652.2]

§ 846.652-3 *Circumstances requiring payment.* Payment may be made under this provision only when it is not reasonably practicable for the subcontractor applying therefor to secure fair compensation for the termination of his contract from the war contractor liable to him, or from any other party, or by application of any of the procedures provided in § 846.651-3. In addition, the chief of a service or bureau must determine that in the circumstances of the particular case equity and good conscience require such payment. The determination will call for the exercise of sound judgment on the facts of each case. For example, many contractors, at the instance of representatives of the Government and in order to expedite war production, assumed risks in dealing with previously unknown or with over-extended customers, contrary to their normal peacetime practice. In such cases, considerations of fairness may make it appropriate to make payments to subcontractors who could not otherwise obtain fair compensation for the termination of their subcontracts. On the other hand, payments should not be made under section 7 (f) of the act to subcontractors who incurred the risk of non-payment in the course of normal business dealings. [JTR 652.3]

§ 846.652-4 *Request for authority to make supplemental payments.* Whenever the chief of a service or bureau considers that a subcontractor is entitled to receive a payment of fair compensation under the provisions of section 7 (f) of the act, he shall forward to the Readjustment Division, ASF, or the Industrial Readjustment Branch, OP&M, a report stating the essential facts of the case and the reasons for requesting the approval of such a payment. No such payment shall be made without such approval. [JTR 652.4]

SUBPART F—DIRECT SETTLEMENT OF SUBTRACTS BY GOVERNMENT

Subpart F is amended to read as follows:

Sec.	Scope.
846.660	Authority to settle subcontract claims directly under contract provisions therefor.
846.661	Authority to settle subcontract claims directly where no contract provisions therefor.
846.662	Statutory provisions.
846.662-1	Methods of direct settlement.
846.662-2	When required.
846.662-3	When authorized.
846.662-4	Limitation on authority.
846.662-5	Procedures in making direct settlement with subcontractors.
846.663	General.
846.663-1	Acceptance of responsibility for direct settlement.
846.663-2	Allocability.
846.663-3	Limitations on amount payable under prime contract.
846.663-4	Set-offs, assignments, and insolvency.
846.663-5	Partial and final settlement agreements.
846.663-6	Release or assignment of claim.
846.663-7	Payments only if liability otherwise exists.
846.664	Application of payments to benefit of prime contractor.

SUBPART F—DIRECT SETTLEMENT OF SUBCONTRACTS BY GOVERNMENT

§ 846.660 *Scope.* This subpart deals with the direct settlement and payment by the Government of termination claims of subcontractors in individual cases. It does not apply to direct settlement on a company-wide basis pursuant to Subpart E of Part 846. The requirements of Regulation No. 17 of the Office of Contract Settlement entitled "Protection of Termination Claims of Subcontractors" (see Appendix B) are effectuated in this subpart and the preceding Subpart E of this part. [JTR 660]

§ 846.661 *Authority to settle subcontract claims directly under contract provisions therefor.* Where the Government by a termination article or other contract provision or by a settlement agreement has agreed to assume the obligations of a war contractor to any subcontractor, the contracting officer may settle the termination claim of the subcontractor directly, in accordance with the contract provision. [JTR 661]

§ 846.662 *Authority to settle subcontract claims directly where no contract provisions therefor.* [JTR 662]

§ 846.662-1 *Statutory provisions.* Section 7 (d) of the act authorizes the War and Navy Departments to settle directly

termination claims of subcontractors to the extent that such action is deemed necessary or desirable for the expeditious and equitable settlement of such claims, and prescribes certain procedures to be followed for this purpose. [JTR 662.1]

§ 846.662-2 Methods of direct settlement. As used in this part, unless the context clearly indicates otherwise, the terms "settle directly" or "direct settlement" refer to:

(a) The negotiation or determination by a contracting agency of the amount due on account of the termination claim of a subcontractor and the payment of such amount to the subcontractor, or

(b) The payment to a subcontractor of the amount which has been determined to be due on his termination claim by a settlement which was made under any other authorized procedure and adopted and assumed by the contracting agency. [JTR 662.2]

§ 846.662-3 When required. Whenever the contracting officer is satisfied that a war contractor is, or is in serious danger of becoming, unable to meet his obligations, and where he considers that action under paragraph (a) or (b) of § 846.651-3 would fail to assure prompt payment of the termination claims of subcontractors of that war contractor, the contracting officer shall settle directly, subject to the provisions of § 846.662-5, the termination claims of such subcontractors. The duties of the contracting officer with respect to investigation of the financial condition of a war contractor, and the determination that a war contractor is, or is in serious danger of becoming, unable to meet his obligations shall be determined in accordance with § 846.651-2. [JTR 662.3]

§ 846.662-4 When authorized. (a) The contracting officer may settle directly the termination claim of any subcontractor in any other case in which such action is deemed necessary or desirable for the expeditious and equitable settlement of such claim.

(b) In the War Department such direct settlement, in cases where it is not required by contract or § 846.662-3, shall be limited to direct payment (§ 846.662-2 (b)) unless written permission to negotiate or determine directly the amount due on account of the termination claim has been granted by the head of the local procurement district, depot or other office. [JTR 662.4]

§ 846.662-5 Limitation of authority. The authority under § 846.662 shall not be used to settle any claim other than the claim or demand for fair compensation for the termination of the subcontract. [JTR 662.5]

§ 846.663 Procedures in making direct settlement with subcontractors. [JTR 663]

§ 846.663-1 General. In general, in any case where direct settlement with subcontractors is undertaken under § 846.622, the settlement and disbursement procedures specified for settlement with price contractors shall be followed to the extent applicable. [JTR 663.1]

§ 846.663-2 Acceptance of responsibility for direct settlement. (a) Before undertaking to settle directly the termination claim of a subcontractor under § 662, the contracting officer shall send a written notice to the subcontractor in substantially the form set forth in § 849.988-2 or § 849.988-3, depending upon the method of direct settlement to be undertaken. Upon execution by the subcontractor of the consent provision of such notice, the Government shall become liable for the settlement of his claim to the extent and upon the conditions specified in such notice.

(b) The contracting officer shall also send written notice of the assumption of responsibility to the war contractor liable to the subcontractor on account of the termination of the subcontract which the Government is undertaking to settle. Such notice shall be in substantially the form set forth in § 849.988-4 or § 849.988-5, depending upon the method of direct settlement to be undertaken. [JTR 663.2]

§ 846.663-3 Allocability. In making direct settlement with a subcontractor under § 846.662 the contracting officer may apply the provisions of § 848.855-3, relating to the determination of allocability in the settlement of subcontract claims under company-wide settlement. [JTR 663.3]

§ 846.663-4 Limitations on amount payable under prime contract. Direct settlement with a subcontractor may be made under § 846.662 without regard to any limitation on the amount payable by the Government to the prime contractor. [JTR 663.4]

§ 846.663-5 Set-offs, assignments and insolvency. (a) The contracting officer may settle directly with a subcontractor under § 846.662 without regard to any assignment by, or insolvency or bankruptcy of, higher tier war contractors, and without regard to set-offs between contractors in the contractual chain. Such direct settlement shall be made without deduction for claims which the Government may have against the prime contractor or any other higher tier war contractor.

(b) Set-offs which the Government may have against the subcontractor with whom direct settlement is made shall be protected to the same extent that set-offs against prime contractors are protected in making payments on account of their termination claims.

(c) Payments to a subcontractor in direct settlement of his termination claim shall be made consistently with the terms of any assignments executed by that subcontractor of which the disbursing officer has knowledge. The disbursing officer may rely, however, on the subcontractor's statement with respect to outstanding assignments in the absence of actual knowledge to the contrary or notice given in accordance with the Assignment of Claims Act of 1940. [JTR 663.5]

§ 846.663-6 Partial and final settlement agreements. (a) When direct settlement of a claim of a subcontractor is accomplished by the first method men-

tioned in § 846.662-2 and the amount due is established by direct negotiation between the subcontractor and the contracting officer, a final settlement agreement will be executed substantially in the form set forth in § 849.988-6.

(b) When the contracting officer has undertaken to pay directly to a subcontractor an amount which has been determined to be due by agreement between the subcontractor and the next higher tier war contractor, the voucher or invoice shall be supported by the notice to the subcontractor (§ 849.988-3) on which the subcontractor has executed the consent provision. No formal direct settlement agreement is required. [JTR 663.6]

§ 846.663-7 Release or assignment of claim. (a) As a condition of the direct settlement of his claim by the Government under § 846.662, the subcontractor is required, upon final settlement, either to assign his termination claim to the Government or to release the Government and his purchaser from his liability thereon. The contracting officer ordinarily should obtain a release, but he should secure an assignment of the subcontractor's claim whenever he considers it necessary to protect any interest that the Government may have.

(b) The form of final settlement agreement for cases in which the amount is determined by direct negotiation with the subcontractor (§ 849.988-6) and the consent provision of the notice by which the Government adopts and assumes a settlement made under another procedure (§ 849.988-3) contain alternative clauses providing for either a release or an assignment.

(c) When the assignment of a claim is received from a subcontractor under a War Department prime contract, the contracting officer will forward the assignment directly to the Judge Advocate General, Attention: Chief, Litigation Division, Washington, D. C.; and he will forward a report of the action taken through channels to the Readjustment Division, ASF. In the Navy Department, the assignment will be forwarded directly to the Disbursing Division, Bureau of Supplies and Accounts, Washington, D. C.; and a report of the action taken will be forwarded directly to the Industrial Readjustment Branch, OP&M. [JTR 663.7]

§ 846.664 Payments only if liability otherwise exists. (a) Except for payments under § 846.652, and except to the extent required in order to give effect to the provisions of § 846.663-5, payments shall be made to subcontractors under Subpart E and this subpart only in cases where the Government would otherwise be required to bear the cost of settling the terminated subcontract.

(b) Where payment has been made to a prime contractor or a higher tier war contractor on account of any portion of the termination claim of a subcontractor, an additional payment on account of the same portion of that claim may be made only in accordance with § 846.652, or to the extent that the prior payment has been recovered by the Gov-

ernment. Where a sum has been paid to a prime contractor on account of the termination claim of a subcontractor but has not been paid to the subcontractor, Article 3 of the final settlement agreement with the prime contractor (§§ 849.981-1, 849.983-1) requires the prime contractor, upon request, to return to the Government the amount so payable to his subcontractor. Sums returned pursuant to this provision, or otherwise recovered, may be paid to the subcontractors in direct settlement of their termination claims. [JTR 663.7]

§ 846.663 *Application of payments to benefit of prime contractor.* (a) The uniform termination articles for fixed-price and cost-plus-a-fixed-fee prime contracts provide that, with certain exceptions, the obligation of the Government to make payments under the article shall be subject, in the discretion of the contracting officer, to deduction for the amount of any termination claim of any subcontractor. The purpose of this provision is to permit the withholding of sums owing by the prime contractor to his subcontractors, in order to assure their receipt by the subcontractor. In any case where this provision is used, the prime contractor is entitled to have the withheld sum applied for his benefit in such a way as to exonerate him, to that extent, from the claim of the subcontractor.

(b) Other forms of approved termination articles contain similar provisions of various types, which are construed in the same manner. [JTR 668]

PART 847—SETTLEMENT OF PRIME CONTRACT CLAIMS

SUBPART D—SETTLEMENT AGREEMENTS

1. Section 847.743-1 is amended to read as follows:

§ 847.743-1 *Renegotiation.* The settlement agreement will specifically reserve all rights and liabilities, if any, of the Government and the prime contractor under the Renegotiation Act. [JTR 743.1]

2. Section 847.743-2 is amended to read as follows:

§ 847.743-2 *Deductions for damaged property and defects.* A reasonable deduction should be made for damaged property, defective materials and workmanship in termination inventory transferred to the Government, or retained or sold with the approval of the contracting officer in connection with the termination settlement, unless this factor has otherwise been taken into account in the negotiation. [JTR 743.2]

SUBPART E—PROCEDURE FOR FORMULA SETTLEMENTS UNDER FIXED-PRICE CONTRACTS

1. Section 847.752-3 is amended to read as follows:

§ 847.752-3 *Preservation of evidence.* The contracting officer shall retain in the files of the office to which he is attached all written evidence and other data relied upon by him in making his findings and determination, except that copies of original books of

account need not be made, and such books of account may be returned to the contractor with other original papers and documents in view of the contractor's obligation to preserve them for examination in accordance with section 19 (a) of the act. [JTR 752.3]

2. Section 847.755-1 is amended to read as follows:

§ 847.755-1 *When allowed or required.* Under section 13 (c) of the act, the contractor in his discretion may resort to any procedure provided by the War or Navy Department for appeal from such formula findings within the time specified in his contract, or if no time is specified, within thirty days after the delivery of the findings to him. Furthermore, if so required by regulations of the Director, he must take such an appeal before resorting to appeal or suit under the act. No such regulations have as yet been issued by the Director. Any such findings revised upon appeal within the Department will, as revised, be treated as the findings of the Department for the purpose of any subsequent appeal or suit under the act. [JTR 755.1]

3. In § 847.756-2 paragraph (a) is amended to read as follows:

§ 847.756-2 *Duty of contracting officer on appeal.* (a) Immediately upon receipt of notice of the filing of an appeal, the contracting officer will forward all documents required to be preserved in accordance with § 847.752-3, or copies thereof, together with a statement of the issues in dispute and the basis of the contracting officer's findings on such issues, in the case of the War Department, directly to the Office of the Judge Advocate General, and in the case of the Navy, to counsel for the bureau. [JTR 756.2]

SUBPART F—RECORDS OF SETTLEMENT

Section 847.762 is redesignated § 847.763, and §§ 847.762 to 847.762-2 are added as follows:

§ 847.762 *Examination of records by General Accounting Office.* [JTR 762]

§ 847.762-1 *Statutory provision.* Section 16 (c) of the act provides in part as follows:

The Comptroller General may investigate the settlements completed by each contracting agency for the purpose of reporting to the Congress from time to time on:

(1) Whether the settlement methods and procedures employed by such agency are of a kind and type designed to result in expeditious and fair settlements in accordance with and subject to the provisions of this Act and the orders and regulations of the Director;

(2) Whether such methods and procedures are followed by such agency with care and efficiency; and

(3) Whether such methods and procedures adequately protect the interest of the Government.

[JTR 762.1]

§ 847.762-2 *Arrangements for examination.* In carrying out its examination of records incident to the statutory authority set forth in § 847.762-1, it is the policy of the War and Navy Departments to assist the General Accounting Office in every way practicable. In order to facili-

tate this policy, the following informal understanding has been reached with the General Accounting Office:

(a) Representatives of the General Accounting Office will make arrangements for such examinations in advance, in the case of the War Department, with the responsible district office of the service involved, and, in the case of the Navy, with the cognizant supervisory cost inspector.

(b) Records will be reviewed at the places where such records are made available by the War and Navy Departments and will not be removed from such location by the General Accounting Office. [JTR 762.2]

PART 848—SPECIAL PROCEDURES AND REPORTS

SUBPART B—CONSOLIDATED TERMINATION PROGRAM FOR SELECTED CONTRACTORS

1. Sections 848.822-4, 848.822-5, and 848.822-6 are amended to read as follows:

§ 848.822-4 *Selection of contractors.*

(a) The Readjustment Division, ASF, and the Industrial Readjustment Branch, OP&M, will review and coordinate recommendations with the services or offices involved. They will then assign contractors, or, in some cases appropriate divisions thereof, to individual services or to the Navy Department.

(b) When a war contractor has been assigned to a designated office, that office will notify the contractor in writing of the selection and of the scope of the work to be handled by the designated office for the services and bureaus. Information copies of the notice will be forwarded to the Readjustment Division, ASF, and the Industrial Readjustment Branch, OP&M.

(c) Contractors selected prior to the effective date of this regulation will be requested to take action with respect to the claims of their subcontractors in accordance with § 848.822-2 (h). [JTR 822.4]

§ 848.822-5 *Designated office.* (a) In the War Department, the chief of the service to which the contractor has been assigned will designate a single office within his service responsible for all work required to expedite the settlement of termination claims of the assigned contractor in accordance with the provisions of this regulation. Specifically, the designated office will be responsible for the following:

(1) Conducting all activities related to accounting matters as set forth in § 848.824.

(2) Conducting all activities related to the disposal of property, as set forth in § 848.825, including the determination of the existence of inventory and its allocability to the terminated contract. When a War Department office checks the existence and allocability of inventory to a terminated Navy Department prime contract or subcontract, such office may request the cognizant Navy material inspector to furnish such reasonable technical assistance as may be necessary. Similarly, such assistance may be requested from other services of the War Department where terminated

prime or subcontracts of such services are involved.

(3) Expediting, with the assistance of property disposal, accounting and other personnel, the conclusion of agreements as to general policies and methods governing the preparation and submission of individual claims and the disposition of termination inventories; insuring the effective continuing operation of the program under such agreements; and effecting promptly any changes in such agreements made necessary by changing conditions. In this connection, the designated office will devote particular attention to furnishing guidance and assistance in matters not specifically within the normal scope of accounting and disposal personnel by furnishing opinions or decisions on which such personnel may rely as a basis for their recommendations or determinations.

(4) Supervising and coordinating the activities of all personnel involved, with the objectives of expediting the filing of claims by the contractor and of processing the claims within a minimum period of time subsequent to filing.

(b) In the Navy Department, the designated office will consist of the following:

(1) The Cost Inspection Service, which will be responsible for designating a Cost Inspection Service Office to conduct activities set forth in paragraph (a) (1) above.

(2) The Material Redistribution and Disposal Administration, which will be responsible for designating a Field Disposal Office to conduct activities set forth in paragraph (a) (2) above except that determination of the existence of inventory and its allocability to the terminated contracts will remain the responsibility of the material inspector.

(3) The Material Inspection Service, which will designate the cognizant Inspection Office to be responsible for activities designated in paragraph (a) (3) and (4) above. This office will also check the existence and quantity of inventories, spot check the price of raw materials and purchased parts, and determine the allocability of inventories to the terminated contract. When an Inspection Office checks the existence of inventory and its allocability to a terminated War Department prime contract or subcontract thereunder, the Inspection Office may request the appropriate War Department office to furnish such reasonable technical assistance as may be necessary. [JTR 822.5]

§ 848.822-6 *Responsibility with respect to contracts terminated prior to assignment.* The designated office shall have no responsibility with respect to terminations incurred prior to the date of assignment to the program. Such office may, however, upon request of the terminating service, assume responsibility for processing such prior terminations in accordance with this subchapter. [JTR 822.6]

2. In § 848.824-1 The last sentence of paragraph (a) is deleted so that paragraph (a) reads as follows:

§ 848.824-1 *Procedures.* (a) All settlement proposals of the assigned con-

tractor will be filed with the designated office, except as provided in § 848.827. That office will make office accounting reviews of such proposals, and will make further accounting reviews as requested by a contracting officer or by a higher tier war contractor. Even without, or in advance of, such requests, the designated office will make field accounting reviews, where such examination would be made in accordance with the established practice of the designated office. [JTR 824.1]

3. Section 848.824-3 is revoked as follows:

§ 848.824-3 *Forwarding of claims.* [Revoked.]

4. Section 848.826-1 is amended to read as follows:

§ 848.826-1 *War Department procedure.* In the case of contracts assigned to a designated office in the War Department, property disposal personnel of that office will prepare a report covering the following points:

(a) Approval of inventory schedules as to form.

(b) The extent of examinations made to verify the existence of materials included in the inventory schedules.

(c) Comments as to the allocability of that material to the terminated contract.

(d) A summary of disposal actions which have been taken with respect to the inventory, including approvals of sales or diversions by the contractor, scrapping determinations, and property to which title has been taken for the Government. [JTR 826.1]

5. Section 848.826-3 is added as follows:

§ 848.826-3 *Forwarding of settlement proposals.* (a) Where a claim relates to a War Department prime contract, the settlement proposal, with the inventory schedules and accounting and property disposal reports attached, will be forwarded to the contracting officer. Where a claim relates to a subcontract under a War Department prime contract, the proposal, with the schedules and reports attached, will be delivered to the assigned contractor for transmission to his customer.

(b) Where a claim relates to a Navy Department prime contract, or to a subcontract under a Navy Department prime contract, and the amount of the claim exceeds \$10,000, the settlement proposal, with the inventory schedules and accounting and property disposal reports attached, will be forwarded to the Navy material inspector cognizant of the assigned contractor.

(c) Where a claim not exceeding \$10,000 relates to a subcontract under a Navy Department prime contract, the settlement proposal, with the accounting and property disposal reports attached, will be delivered to the assigned contractor for transmission to his customer. [JTR 826.3]

6. Section 848.828 is amended to read as follows:

§ 848.828 *List of assigned contractors.* A list of the contractors assigned under the consolidated termination program is

set forth in Part 1 of Appendix D. This list will be revised from time to time as additional contractors are brought into the program. [JTR 828]

SUBPART E—DIRECT SETTLEMENT OF WAR CONTRACTS ON A COMPANY-WIDE BASIS

Subpart E is added as follows:

Sec.	Scope.
848.850	Definitions.
848.851	Applicable prime contract.
848.851-1	Assigned contractor.
848.851-2	Company-wide settlement.
848.851-3	Customer.
848.851-4	Designated officer.
848.851-5	Other contracting agency.
848.851-6	Authority.
848.852	Statutory authority.
848.852-1	Regulation No. 16 of Office of Contract Settlement.
848.852-2	Authority of designated officer.
848.852-3	Assignment of contractors.
848.853	Regulation No. 16 of Office of Contract Settlement.
848.853-1	Applications of contractors.
848.853-2	Processing of applications.
848.853-3	Assignment of designated officer.
848.853-4	Master agreement for company-wide settlement.
848.854	Procedure.
848.855	General.
848.855-1	No-cost settlements.
848.855-2	Notice of termination.
848.855-3	Notice to contracting officer under prime contract.
848.855-4	Exclusion of claims.
848.855-5	Notice to customer.
848.855-6	Settlement proposals.
848.855-7	Allocability.
848.855-8	Disposal of property.
848.855-9	Review of settlement proposals.
848.855-10	Settlement agreements.
848.855-11	Contract price limitation.
848.855-12	Copy of settlement to contracting officer and customer.
848.855-13	Reviews.
848.855-14	Authority and responsibility with respect to contracts of assigned contractors.
848.856	Designated officer.
848.856-1	Contracting officer under applicable prime contract.
848.856-2	War contractor.
848.856-3	Action in case of excluded contracts and price adjustments.
848.856-4	Payments under terminated contracts of assigned contractors.
848.857	Interim financing.
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848.857-3	Disbursements.
848.857-4	Direct communication authorized.
848.858	Cooperation.

§ 848.850 *Scope.* This subpart deals with the direct settlement on a company-wide basis of termination claims of war contractors assigned to the War or Navy Department for settlement pursuant to Regulation No. 16 of the Office of Contract Settlement. The procedures described in this part do not apply to the direct settlement of individual subcontracts under subpart F of Part 846 of this subchapter. [JTR 850]

§ 848.851 *Definitions.* As used in this subpart, the following terms shall have the following meanings. [JTR 851]

§ 848.851-1 *Applicable prime contract.* The term "applicable prime contract" means the terminated prime contract that is being settled, or where a subcontract in any tier is being settled, the prime contract to which that subcontract relates. [JTR 851.1]

§ 848.851-2 *Assigned contractor.* The term "assigned contractor" means a war contractor assigned, under § 848.853, to a service or bureau for company-wide settlement. [JTR 851.2]

§ 848.851-3 *Company-wide settlement.* The term "company-wide settlement" means the direct settlement on a company-wide basis of termination claims of an assigned contractor by the chief of a service or bureau who is authorized to act for all services of the War Department, all bureaus of the Navy Department, and (in some cases) for other contracting agencies, with respect to terminated war contracts of the assigned contractor. [JTR 851.3]

§ 848.851-4 *Customer.* The term "customer" means the purchaser from an assigned contractor under a subcontract. [JTR 851.4]

§ 848.851-5 *Designated officer.* The term "designated officer" means the chief of the service or bureau authorized to conduct company-wide settlement with an assigned contractor, or his duly authorized representative. In the case of the Navy Department, a Navy material inspector may be a designated officer, in which case he shall exercise all powers and have all responsibilities of a chief of a bureau so designated under this subpart. [JTR 851.5]

§ 848.851-6 *Other contracting agency.* The term "other contracting agency" means a contracting agency, as defined in section 3 (g) of the act, other than the War Department and the Navy Department, on behalf of which the War or Navy Department has been authorized to settle terminated war contracts of an assigned contractor pursuant to Regulation No. 16 of the Office of Contract Settlement. [JTR 851.6]

§ 848.852 *Authority.* [JTR 852]

§ 848.852-1 *Statutory authority.* Section 7 (c) of the act provides that the Director shall prescribe policies and methods for the settlement as a group, or otherwise, by a contracting agency of termination claims of a war contractor under contracts with one or more services or bureaus within an agency, with other agencies, or with other war contractors, to the extent he deems such action necessary or desirable for the expeditious and equitable settlement of such claims. The Director is also authorized, after consulting with the contracting agencies concerned, to provide for assignment of war contractors to a contracting agency for such settlement. [JTR 852.1]

§ 848.852-2 *Regulation No. 16 of Office of Contract Settlement.* Regulation No. 16 of the Office of Contract Settlement directs the contracting agencies to conduct a program of company-wide settlement for the purpose of facilitating expeditious and equitable settlement and payment of termination claims of certain war contractors holding large numbers of subcontracts. [JTR 852.2]

§ 848.852-3 *Authority of designated officer.* (a) The designated officer is authorized to settle the termination claims

of the assigned contractor arising under prime contracts of the War or Navy Department or other contracting agency, or under subcontracts in any tier that were terminated as a result of the modification or termination for the convenience or at the option of the Government of any prime contract of the War or Navy Department or other contracting agency or under other circumstances which require the Government to bear the cost of settling the terminated subcontract.

(b) When the designated officer is in the Navy Department, the Cost Inspection Service, Bureau of Supplies and Accounts, will designate a field accounting officer, and the Navy Material Redistribution and Disposal Administration (NMR&DA) will designate a field disposal office, to perform respectively the accounting and property disposal work. The designated officer has primary responsibility for the expeditious and equitable settlement of the termination claims of the assigned contractor in accordance with the provisions of this regulation. The field accounting office and the field disposal office will perform their respective functions with respect to accounting reviews and property disposition matters, but the designated officer shall have authority to coordinate their functions in order to expedite settlement and property disposal.

(c) The designated officer of the War Department, or the designated officer, NMR&DA and Navy Material Inspector, in the case of a contractor assigned to the Navy Department, shall have the authority and responsibility with respect to termination inventory under war contracts of the assigned contractor and his lower tier subcontractors (other than another assigned contractor and his lower tier subcontractors, or a contractor subject to the provisions of Subpart B of this part) which the contracting officer for the War Department, or the contracting officer, NMR&DA and Navy Material Inspector for the Navy Department has under Part 844. [JTR 852.3]

§ 848.853 *Assignment of contractors.* [JTR 853]

§ 848.853-1 *Regulation No. 16 of Office of Contract Settlement.* (a) Pursuant to Regulation No. 16 of the Office of Contract Settlement, a committee composed of representatives of the Office of Contract Settlement and the War and Navy Departments, after consultation with the contracting agencies concerned, will select the war contractors for company-wide settlement, will assign each of those contractors to a contracting agency, and will specify the contracting agencies on behalf of which the designated agency shall have authority to settle termination claims of the assigned contractor. Applications for assignment may be filed with any contracting agency.

(b) Regulation No. 16 declares that, in general, expeditious and equitable settlement of termination claims will be advanced by company-wide settlement in the case of those contractors:

(1) Who are subcontractors under numerous war contracts for the production of articles for different purchasers;

(2) Whose volume of war business and termination claims, actual and anticipated, is sufficiently large to make such settlement lead to the economical utilization of Government personnel;

(3) Whose terminated war contracts are of such character that they can efficiently be settled by one contracting agency on behalf of other contracting agencies; and

(4) Who have efficient termination organizations.

Among contractors who meet these conditions, preference is to be given to those upon whom large numbers of lower tier subcontracts depend for payment of their claims. [JTR 853.1]

§ 848.853-2 *Applications of contractors.* A contractor applying to the War Department for company-wide settlement will file its application with the Readjustment Division, ASF. A contractor applying to the Navy Department will file its application with the Industrial Readjustment Branch, OP&M. Each such application will contain the following:

(a) (1) Name of Contractor.
(2) Address of principal office.
(3) Number and location of contractor's plants.

(4) Statement of the plants (including those of subsidiaries, if any) to which this program will be applicable.

(5) A brief description of the major products being manufactured.

(6) The total number and dollar amount of the undelivered portion, estimated if necessary, of all prime contracts held by the contractor.

(7) The percentage of such total number and dollar amount of prime contracts applicable to each contracting agency, and to each service or bureau.

(8) The number and dollar amount estimated if necessary, of the undelivered portion of all subcontracts held by the contractor.

(9) The percentage, estimated if necessary, of such total number and dollar amount of the undelivered portion of all subcontracts applicable to each contracting agency, and to each service or bureau.

(10) The approximate number of, and dollar amount of the terminated portions of, both prime contracts and subcontracts, terminated to date, and during the past four months.

(11) The percentage, estimated if necessary, of such total number and dollar amount applicable to each contracting agency, and to each service or bureau.

(12) The approximate number of, and dollar amount of the terminated portions of, war contracts which have not been settled to date.

(13) The percentage, estimated if necessary, of such number and dollar amount of unsettled terminations applicable to each contracting agency, and to each service or bureau.

(14) The approximate number of subcontracts, and the approximate number and dollar amount of the undelivered portion of all the subcontracts, under the war contracts of the contractor.

(15) Such other information regarding the contractor's war business as, in the judgment of the contractor, will show that his assignment for company-wide

settlement is appropriate and will make possible a proper assignment of the contractor to a service or bureau for company-wide settlement.

(b) If more than one plant is to be included under the program, the information listed in (a) above as to each such plant.

(c) A statement by the contractor that he is willing to enter into a master agreement for company-wide settlement substantially in the form set forth in § 849.986-1, and that he has a termination organization capable of complying with the provisions of this subpart. [JTR 853.1]

§ 848.853-3 *Processing of applications.*

(a) Each application of a contractor for company-wide settlement will normally be referred to a service or bureau for investigation and recommendation. Where desirable, the assistance and advice of the appropriate termination coordination committee should be secured. When a service or bureau recommends that a contractor be assigned for company-wide settlement, its recommendation shall include:

(1) Plants of the contractor to be assigned.

(2) The service or bureau to which the contractor should be assigned.

(3) A brief statement describing the functions, personnel, and operations of any resident officers of the War and Navy Departments previously assigned to the contractor.

(4) A brief statement describing the contractor's termination organization. The promptness with which subcontractors' claims are being processed and paid, and the contractor's efficiency with respect to the presentation of his own claims, should be indicated.

(b) The application of a contractor, together with any recommendation of a service or bureau regarding him, will be referred by the Readjustment Division, ASF, or the Industrial Readjustment Branch, OP&M, to the committee appointed pursuant to Regulation No. 16 of the Office of Contract Settlement. [JTR 853.1]

§ 848.853-4 *Assignment of designated officer.* When a contractor has been assigned to the War Department by the committee, the Readjustment Division, ASF, will assign that contractor to a designated officer. When a contractor has been assigned to the Navy Department, the Industrial Readjustment Branch, OP&M, will assign that contractor to a designated officer. [JTR 853.4]

§ 848.854 *Master agreement for company-wide settlement.* (a) Prior to the commencement of company-wide settlement, the assigned contractor and the designated officer will enter into a master agreement for company-wide settlement substantially in the form set forth in § 849.986-1. That agreement shall be numbered and distributed as a contract of the designated officer. By that agreement, the contractor undertakes not to file settlement proposals with any contracting officer other than the designated officer, and not to seek compensation from any customer for the

termination of any war contract, except in the case of contracts that have been excluded from company-wide settlement pursuant to Article 3 of that agreement.

(b) The form of master agreement set forth in § 849.986-1 may be varied to meet the needs of particular cases in accordance with the principles stated in § 841.144-2. Any deviation from that form shall be considered substantial if it changes Article 2, relating to the scope of the settlement; Article 4, relating to the basis of settlement; or Article 5, relating to settlements with and payments to subcontractors.

(c) As promptly as possible after the execution of a master agreement with an assigned contractor, the Readjustment Division, ASF, and the Industrial Readjustment Branch, OP&M, will publish notice of such agreement in such manner as to inform all contracting officers that termination claims of the assigned contractor are to be settled on a company-wide basis. A list of the assigned contractors is set forth in Part 2 of Appendix D. This list will be revised from time to time as additional contractors are brought into the program. [JTR 854]

§ 848.855 *Procedure.* [JTR 855]

§ 848.855-1 *General.* Each termination claim of the assigned contractor that is settled under the program shall be settled in accordance with the procedures applicable to the settlement of prime contract claims in the service or bureau of the designated officer, except as such procedures are modified by the provisions of this subpart. [JTR 855.1]

§ 848.855-2 *No-cost settlements.* Where the assigned contractor determines that he will present no claim on account of the termination of a prime contract, the designated officer will be responsible for the execution of a no-cost settlement agreement (§§ 849.981-3 and 849.981-4 of this subchapter), unless such an agreement has previously been executed. Where the assigned contractor determines that he will present no claim on account of the termination of a subcontract, he will normally conclude a no-cost settlement with his customer, but the designated officer may enter into no-cost settlement agreements relating to subcontracts where he considers it advisable. [JTR 855.2]

§ 848.855-3 *Notice of termination.* In accordance with Article 3 of the master agreement, the assigned contractor, within fifteen days (or such other time as the master agreement may provide) after receipt of a notice of termination of any prime contract or of any subcontract on account of which he intends to file a claim, will furnish a copy or abstract of such notice of termination to the designated officer. [JTR 855.3]

§ 848.855-4 *Notice to contracting officer under prime contract.* Immediately upon receipt of such notice, the designated officer will notify the contracting officer under the applicable prime contract, using substantially the form of notice set forth in § 849.986-2 of this subchapter. [JTR 855.4]

§ 848.855-5 *Exclusion of claims.* The master agreement gives the Government the option to exclude any termination claim from the scope of company-wide settlement, and provides that this option must be exercised within 30 days (or such longer period as the parties may agree) after receipt by the designated officer of notice that the contract has been terminated. This option will be exercised by the designated officer if he determines that the claim should be excluded (a) in the interest of continued war production or (b) by reason of the complexity or special character of the contract or (c) for some other substantial reason. In deciding whether or not to exclude a claim, he will consider the advice of the contracting officer under the applicable prime contract, and he will exclude the claim if he is advised by that contracting officer that such exclusion is in the interest of continued war production. Where a claim is to be excluded, the assigned contractor should be notified in writing as promptly as possible. [JTR 855.5]

§ 848.855-6 *Notice to customer.* As soon as the designated officer has determined that a subcontract termination claim of the assigned contractor is to be included in the program, or earlier in the discretion of the designated officer, a notice will be sent to the customer substantially in the form set forth in § 849.986-3 of this subchapter. Such notice will be sent by the designated officer or by the assigned contractor with the indorsement of the designated officer. [JTR 855.6]

§ 848.855-7 *Settlement proposals.* The assigned contractor will submit to the designated officer his settlement proposals and inventory schedules on the standard forms, except as otherwise authorized by the designated officer. In the Navy Department, the procedures and functions of the Navy material inspector with respect to settlement proposals and inventory schedules shall be those established in §§ 842.253-3, 844.415-2 (c), 846.644-4, 847.721-4 except as otherwise provided in this Subpart, or as directed by the designated officer. The designated officer may permit items of termination inventory, general and administrative overhead, post-termination expenses, and profit, which are chargeable to two or more contracts, to be appropriately apportioned among the several contracts on such reasonable basis as he may determine. Settlement proposals shall not include any charge on account of completed articles delivered by the assigned contractor (or shipped, but not received) prior to termination, or thereafter in accordance with the notice of termination. [JTR 855.7]

§ 848.855-8 *Allocability.* (a) Except in the situation described in subparagraph (b) below, the designated officer shall satisfy himself, on the basis of such evidence as he deems sufficient, that the terminated subcontract on which a termination claim of the assigned contractor is based is a war contract and that the terminated portion thereof is allocable to the terminated or modified

portion of a prime contract. This requirement may be met:

(1) In the case of a termination claim not in excess of \$25,000 without deducting disposal credits or claims of subcontractors, by a copy of a notice of termination from the customer of the assigned contractor substantially in the form set forth in § 849.944-2 or a certificate of the customer substantially in the form set forth in § 849.986-4. Further evidence of such allocability should not be required unless there is reason to believe that the subcontract of the assigned contractor was not directly or indirectly required for the performance of the terminated or modified portion of a prime contract.

(2) In the case of a termination claim in excess of \$25,000, by a certificate substantially in the form set forth in § 849.986-4 from the prime contractor and each intervening subcontractor as to the subcontract immediately under his contract in the contractual chain. The assigned contractor should secure such certificates in the ordinary case, but other affirmative evidence of allocability may be accepted in the discretion of the designated officer.

(b) Where the subcontract on which the claim is based was not terminated as a result of the modification or termination for the convenience or at the option of the Government of a prime contract, but was terminated under other circumstances which require the Government to bear the cost of settling the terminated subcontract, appropriate proof of those circumstances should be required.

(c) The allocability of the costs and termination inventory of the assigned contractor to his terminated subcontract shall be established in the same manner as under other settlement procedures. [JTR 855.8]

§ 848.855-9 *Disposal of property.* (a) Except as provided in paragraph (b) below, the designated officer of the War Department, or the designated officer, NMR&DA and Navy material inspector, in the case of a contractor assigned to the Navy Department, should begin to effect the disposal of termination inventories as early as possible and without awaiting the submission of settlement proposals or inventory schedules. For the purpose of taking property disposal action, reliance will be placed on the contractor's representations as to allocability.

(b) Disposition of termination inventory in accordance with paragraph (a) above shall be subject to the following limitations:

(1) *Production and supply items.* Disposition or approval of disposition of production and supply items shall be made in accordance with the procedure specified for such items in § 848.825-6 (a).

(2) *Materials subject to special arrangements.* Materials held under special arrangements pursuant to § 844.457-3 of this subchapter will be disposed of in accordance with the procedures established by § 848.825-6 (b); but if no shipping instructions have been received ten

days before the expiration of the plant clearance period, disposition thereof shall proceed in accordance with Part 846 of this subchapter.

(3) *Other materials requested by the contracting officer.* Any other materials requested by the contracting officer under the applicable prime contract shall be disposed of in accordance with such request to the extent that such materials have not otherwise been disposed of before the receipt of such request. Disposition of termination inventory shall not be delayed pending receipt of such a request.

(4) *Significant materials.* The designated officer of the War Department, or the Navy material inspector in the case of a contractor assigned to the Navy Department, will exercise his judgment as to what significant items of material, if any, in addition to those included in subparagraphs (1) and (2), should be submitted to the contracting officer under the applicable prime contract for consideration. The existence and quantities of such items shall be reported directly by the designated officer to the contracting officer with a request that disposition instructions be sent to him promptly if such items are desired. No action with respect to the disposition of such materials shall be taken for a period of fifteen days from the date of reference. Thereafter, and in no event later than expiration of the plant clearance period, disposition of such materials shall proceed in accordance with Part 844 of this subchapter.

(c) Where any disposal action is dependent upon the amount of a contractor's claim or the cost of the inventory, the claim or inventory under each terminated war contract of the assigned contractor shall be considered separately unless termination inventories under two or more claims have been so physically intermingled that the separate disposal of each inventory is not considered feasible, in which case they shall be considered as one inventory.

(d) The designated officer of the War Department, or the NMR&DA in the case of a contractor assigned to the Navy Department, will be responsible for taking all necessary action under § 844.457 of this subchapter with respect to that portion of the termination inventory which is not disposed of, and for the storage and removal thereof. Where the designated officer is in the War Department, accountability for the termination inventory of the assigned contractor shall be taken in accordance with Subpart B of Part 844 of this subchapter by an accountable property officer in the service of the designated officer. Where the designated officer is in the Navy Department, the records prescribed in that Part will not be required, although the inventory relates to War Department contracts, but NMR&DA shall proceed in accordance with Chapter VIII of the NMR&DA Handbook. [JTR 855.9]

§ 848.855-10 *Review of settlement proposals.* The designated officer shall have the same responsibility and discretion with respect to the review of settlement proposals of the assigned contractor that a contracting officer has in the

case of settlement proposals of prime contractors under Subpart B of Part 847 of this subchapter, and the same duty with respect to the negotiation of final settlement agreements that a contracting officer has under Subpart C of Part 847 of this subchapter. Accounting reviews of settlement proposals submitted under the company-wide settlement program should not be in greater detail than under ordinary procedures. [JTR 855.10]

§ 848.855-11 *Settlement agreements.* Each settlement reached by negotiation shall be embodied in a final settlement agreement, which shall be numbered and distributed as a supplement to the master agreement. Each such agreement may relate to one or more contracts, and shall contain substantially the provisions of the appropriate prescribed form or forms of settlement agreement (§§ 849.981, 849.983, and 849.986-6 of this subchapter) adapted to meet the needs of the particular case. Where the agreement settles a claim under a subcontract, it will contain either a release of the Government and the customer from liability on account of the termination of the subcontract, or an assignment of the claim to the Government. At the time of final settlement of a subcontract claim, the designated officer will decide which alternative to adopt. Ordinarily he should obtain a release, but he should secure an assignment of the subcontractor's claim whenever he considers it necessary to protect any interest that the Government may have. Assignments shall be forwarded and reported in accordance with § 846.663-7 (c) of this subchapter. [JTR 855.11]

§ 848.855-12 *Contract price limitation.* Termination claims under subcontracts of an assigned contractor may be settled and paid without regard to any limitation on the amounts payable by the Government under the applicable prime contracts. [JTR 855.12]

§ 848.855-13 *Copy of settlement to contracting officer and customer.* The designated officer shall forward to the contracting officer under the applicable prime contract, and where a subcontract, is settled, to the customer, a copy of each final settlement agreement or a copy of findings determining the amount due in the case of a formula settlement. [JTR 855.13]

§ 848.855-14 *Reviews.* Any required review of settlements or property disposal actions by an assigned contractor or his subcontractors (other than another assigned contractor and his lower tier subcontractors or, in the case of property disposal actions, a contractor subject to the provisions of subpart B of this part) shall be accomplished by boards established in the service, bureau, or office of the designated officer. In the Navy Department, required reviews of property disposal actions shall be made by a disposal board or boards established pursuant to Part 844 of this subchapter, and where a Navy material inspector is the designated officer, a settlement review board shall be established in his office, which board shall exercise all the functions with respect to

the review of settlement proposals set forth in §§ 845.581 to 845.584-2 of this subchapter. [JTR 855.14]

§ 848.856 *Authority and responsibility with respect to contracts of assigned contractors.* [JTR 856]

§ 848.856-1 *Designated officer.* The designated officer shall have all the powers and duties with respect to the settlement of the termination claims (to be included in company-wide settlement) of an assigned contractor which this regulation grants to, or imposes upon, the contracting officer under the applicable prime contract or the chief of the service or bureau of such contracting officer. In the case of war contracts of other contracting agencies, the designated officer shall also have all the powers with respect to the settlement of termination claims thereunder which are granted to the War or Navy Department by or pursuant to regulations of the Director of Contract Settlement, and shall exercise those powers and perform those duties in accordance with this subchapter. Without limiting the generality of the foregoing:

(a) The designated officer shall take action in connection with the advance preparations for termination of assigned contractors in accordance with subpart B of Part 842. Nothing in this subpart, however, shall impair the validity or alter the effect of any such advance preparations, including pretermination settlement agreements, made by an assigned contractor prior to his assignment under the program, but the designated officer may exercise any powers reserved to the Government to amend such pretermination settlement agreements.

(b) Subject to the provisions of this regulation, the designated officer shall have authority to grant to an assigned contractor authorizations to settle claims of his subcontractors, to take action with respect to termination inventories of such subcontractors, and to make partial payments to such subcontractors under all his War and Navy Department prime contracts and subcontracts thereunder.

(c) The designated officer may rely on copies of contractual instruments, notices of termination and other records and documents in the possession of the assigned contractor. [JTR 856.1]

§ 848.856-2 *Contracting officer under applicable prime contract.* After delivery of the notice of termination of a war contract of an assigned contractor that is to be included in company-wide settlement, the contracting officer under the applicable prime contract shall have authority and responsibility in connection with the settlement thereof only with respect to (a) the matters mentioned in the notice from the designated officer (§ 849.986-2 of this subchapter), (b) any matters relating to the cancellation or modification of the notice of termination, and (c) any other matters with respect to which the designated officer requests his advice or assistance. [JTR 856.2]

§ 848.856-3 *War contractor.* (a) Nothing in this subpart shall impair or modify any authority granted to an as-

signed contractor or to his subcontractors by or pursuant to this regulation to negotiate final settlements, to approve the disposition of termination inventory, or to make partial payments. Use of any such authority by the customer or other higher tier contractor will not be required in connection with any termination claim of the assigned contractor that is included in direct settlement, since the assigned contractor agrees in Article 2 of the master agreement (§ 849.986-1 of this subchapter) that he will submit his termination claims only to the designated officer.

(b) The assigned contractor agrees, in Article 5 of the master agreement (§ 849.986-1 of this subchapter), to exercise diligently any authority granted to him with respect to settlements with, termination inventories of, and partial payments to his subcontractors. Where approval or other action by a contracting officer is required on any such matters, the designated officer has authority to grant such approval or take such action. Accordingly, all termination claims of subcontractors that should be included in a termination claim of an assigned contractor settled under this subpart should be finally settled without any action by a contractor above the assigned contractor in the contractual chain or by any contracting officer other than the designated officer. [JTR 856.3]

§ 848.856-4 *Action in case of excluded contracts and price adjustments.* Where a terminated war contract of an assigned contractor is excluded from company-wide settlement in accordance with § 855-5 of this subchapter, the designated officer (in the Navy Department, the officers named in § 852-3 (b) of this subchapter) shall, nevertheless, proceed with the accounting and property disposal work in connection with such contract in the manner, and with the effect, set forth in Subpart B of this part, except to the extent that the contracting officer under the applicable prime contract may limit his authority. At the request of that contracting officer, the designated officer shall also render any reasonable assistance with respect to equitable adjustments resulting from change orders under prime contracts of the assigned contractor. [JTR 856.4]

§ 848.857 *Payments under terminated contracts of assigned contractors.* [JTR 857]

§ 848.857-1 *Interim financing.* The designated officer shall have the authority and responsibility with respect to interim financing for the assigned contractor and his subcontractors (other than another assigned contractor and his lower tier subcontractors) which the contracting officer under the applicable prime contract has under Part 843 of this subchapter, except with respect to termination claims that are excluded from company-wide settlement. [JTR 857.1]

§ 848.857-2 *Set-offs.* Settlements of the termination claims of assigned contractors and payments thereunder shall be made without regard to any set-offs

that may exist between contractors in the contractual chain. Set-offs in favor of the Government shall be protected by appropriate withholding only when such set-offs are against the assigned contractors, and only to the same extent that set-offs against prime contractors are protected under usual disbursement procedures. [JTR 857.2]

§ 848.857-3 *Assignments and insolvency.* Settlements of the termination claims of assigned contractors, and payments thereunder, shall be made without regard to any assignment by, or insolvency or bankruptcy of, higher tier war contractors. Payments under terminated contracts of an assigned contractor shall be made consistently with the terms of known assignments executed by that contractor. The designated officer may rely, however, on the contractor's statement with respect to outstanding assignments in the absence of actual knowledge to the contrary or notice given in accordance with the Assignment of Claims Act of 1940. [JTR 857.3]

§ 848.857-4 *Disbursements.* (a) Partial and final payments on account of the termination claims of an assigned contractor shall be made by a disbursing officer of the contracting agency that entered into the applicable prime contract on the basis of vouchers or invoices approved by the designated officer.

(b) Where the applicable prime contract is a contract of any service of the War Department, the designated officer will forward the voucher or invoice, with supporting documents, to the disbursing officer designated to make payments on termination claims of the assigned contractor. One such disbursing officer will be designated for each assigned contractor. That officer will make all payments to the assigned contractor on account of his termination claims under War Department prime contracts or subcontracts thereunder included in a company-wide settlement.

(c) Where the applicable prime contract is a contract of any bureau of the Navy Department, the designated officer will forward the voucher or invoice, with supporting documents, to the Termination Branch, Disbursing Division, Bureau of Supplies and Accounts, Navy Department, Washington 25, D. C. That Branch will make all payments to the assigned contractor on account of his termination claims under Navy Department prime contracts or subcontracts thereunder.

(d) Where the applicable prime contract is a contract of another contracting agency, the designated officer will forward the voucher or invoice, with supporting documents, in accordance with instructions to be furnished to the designated officer by that other contracting agency. [JTR 857.4]

§ 848.858 *Direct communication authorized.* Designated officers, other contracting officers, and interested offices of the services and bureaus may communicate directly with each other on any matters related to the settlement of termination claims of assigned contractors. [JTR 858]

§ 848.859 *Cooperation.* Each service or bureau interested in any contract which a designated officer of another service or bureau is authorized to settle will cooperate, to the fullest extent possible, with the designated officer, and will deliver information relating to such contract, make available the services of personnel, and furnish other assistance, as requested. [JTR 859]

SUBPART F—GOVERNMENT-OWNED PLANT EQUIPMENT UNDER WAR DEPARTMENT CONTRACTS

1. Section 848.861-3 is amended to read as follows:

§ 848.861-3 *Sales.* The contracting office will endeavor to dispose of plant equipment pursuant to any option which a war contractor may have to acquire such plant equipment. In the absence of such option, the contracting officer may dispose of any plant equipment to war contractors or other persons as authorized in § 848.864-4 or Part 823 of this chapter. Unless otherwise provided by the facilities contract, dispositions pursuant to this paragraph will be restricted to plant equipment which is not required by the War Department as provided in § 848.864-2. [JTR 861.3]

2. In the first sentence of § 848.863-5 "contemplated" is changed to "forwarded."

3. Section 848.864-4 is amended to read as follows:

§ 848.864-4 *Sales to war contractors in possession not pursuant to options.* (a) *Sales authorized.* Subject to any contractual rights of intervening war contractors which have not been waived, any item of plant equipment may be sold under authority of this section to a war contractor in possession of such plant equipment without regard to whether or not it is idle: *Provided, That:*

(1) No item of plant equipment of a type listed on Schedule A of Surplus Property Board Regulation No. 6 (see Appendix C) shall be disposed of to any war contractor in possession who employs 500 or more wage earners;

(2) The price at which the plant equipment is to be sold has been established in accordance with the pricing policy set out in paragraph (b);

(3) The sale has been approved by a disposal board if required by paragraph (d);

(4) The contract of sale is not executed after (i) the plant equipment has been reported to a disposal agency as surplus in accordance with Part 827 of this chapter or (ii) the War Department has taken actual or constructive possession of the plant equipment (for example, by executing an agreement for its storage as contemplated in § 848.865-4, or by allowing the contractor to store it for the account and risk of the Government as contemplated in § 848.865-3 or by executing a receipt therefor as contemplated in § 848.865-8);

(5) If the aggregate cost to the Government of the plant equipment to be sold is \$1,000,000 or more, the contract

of sale is not executed until receipt by the contracting officer from the Readjustment Division, ASF, of a favorable reply from the Attorney General to the report required by paragraph (c);

(6) The contract of sale complies with paragraph (e); and

(7) The sale is in accordance with all applicable regulations of the War Production Board and the Office of Price Administration.

(b) *Pricing policies.* All sales of plant equipment to war contractors in possession shall be made in accordance with the following pricing policies.

(1) All sales of used standard general-purpose machine tools as defined in Surplus War Property Administration Regulation No. 3 (see Appendix C) and of used standard machines listed in paragraph 8306.5 (a) of Surplus Property Board Regulation No. 6 (see Appendix C) shall be made at prices in accordance with said Regulation No. 3 and Surplus Property Board Special Order No. 2 (see Exhibit D of said Regulation No. 6).

(2) All sales of plant equipment, which is readily severable and which is not required to be sold at a price established in accordance with subparagraph (1), shall be made at prices which are fair and reasonable and not less than the net proceeds that could reasonably be expected to be obtained by the Government if the property were offered for sale to the public generally. In determining such prices consideration shall be given to such factors as original cost and reproduction cost (new), less reasonable depreciation and obsolescence. Consideration shall also be given to market conditions, location, quantity and condition of the items, and any other pertinent factors.

(3) In the case of the sale of any plant equipment which is not governed by a fixed price schedule the contracting officer may request the advice and assistance of the Reconstruction Finance Corporation in the establishment of the price required by subparagraph (2). Such advice and assistance shall be requested in every case where the estimated cost of the plant equipment to be sold (excluding plant equipment required to be sold at a price established in accordance with subparagraph (1) exceeds \$100,000. The request shall be addressed to the regional office of the Reconstruction Finance Corporation for the region in which the property is located.

(c) *Submission of data to the Attorney General.* In any case where it is proposed to dispose of items of plant equipment which in the aggregate cost the Government \$1,000,000 or more, the contracting officer will immediately prepare and forward through channels to the Readjustment Division, ASF, a report of such proposal for transmission to the Attorney General as contemplated by Section 20 of the Surplus Property Act of 1944. This report will indicate the name of the prospective purchaser, the types, cost, and general location of the plant equipment to be sold and the prob-

able terms and conditions of the proposed disposition.

(d) *Review by disposal board.* (1) All sales of plant equipment will be subject to review and approval by local disposal boards established as described in § 844.455-1 except as follows:

(i) Sales of plant equipment at specific prices fixed by paragraph (b) (1).

(ii) Sales where the cost, estimated if necessary, of the plant equipment sold is not in excess of \$25,000.

(2) If review and approval are required under subparagraph (1), the chief of a service may require an additional prior review and approval by a disposal board, established in his office under § 821.106 of this chapter, or, in the case of the Army Air Forces, in the headquarters office of a command, where the cost (estimated if necessary) of the material to be disposed of by the sale exceeds \$500,000 and it is proposed to sell such material at more than 25 percent below such cost.

(e) *Provisions in contracts of sale.* Every contract of sale made pursuant to this section will contain (1) a recitation that it is made under the authority of section 14 (a) of the Surplus Property Act and regulations issued thereunder, (2) a waiver by the purchaser of any purchase options, rights of refusal or similar privileges with reference to other plant equipment which the contractor may have under the same facilities contract, and (3) an article substantially in the following form:

Warranty as to use in production. The Contractor represents and warrants that he intends that all property being acquired under this contract shall be used in his production and that he is not acquiring any of such property for the purpose of reselling it, directly or indirectly, at a profit.

[JTR 864.4]

4. Section 848.867-2 is amended to read as follows:

§ 848.867-2 *Movement of items from the war contractor's plant.* Movement of items of plant equipment on War Department order from the war contractor's plant will require the preparation of shipping documents, or other forms authorized for use in lieu thereof, as prescribed in paragraph 97, TM 14-910, or paragraph 77a, TM 14-911. Movement on disposal agency order will require the action prescribed in § 844.495-2. Shipping documents covering shipments of plant equipment hereunder will be marked "Plant Clearance Equipment". In addition, those documents covering shipments of such equipment from storage under a storage agreement with a war contractor, or from storage in a commercial warehouse, must bear the notation "Shipped from Storage," and must indicate the station of the contracting officer under the storage or warehouse agreement involved. Instances of losses of or damage to plant equipment in storage under storage agreements with war contractors or commercial warehousemen require action as provided in § 844.495-3 (a) of this subchapter. [JTR 867.2]

SUBPART I—MONTHLY REPORTS ON STATUS OF TERMINATIONS

Subpart I is amended to read as follows:

Sec.	Scope.
§48.890	Responsibility for submitting reports.
§48.891	Reports within War Department.
§48.891-1	Reports within Navy Department.
§48.891-2	How amounts to be shown.
§48.891-3	Report on status of terminated fixed-price contracts.
§48.892	General description.
§48.892-1	Form.
§48.892-2	Arrangement.
§48.892-3	Columnar entries.
§48.892-4	Summary.
§48.892-5	Special cases.
§48.892-6	Report on status of terminated cost-plus-a-fixed-fee contracts.
§48.893	General description.
§48.893-1	Form.
§48.893-2	Arrangement.
§48.893-3	Columnar entries.
§48.893-4	Summary.
§48.893-5	Special cases.
§48.894	Report on partial payments.
§48.894-1	General description.
§48.894-2	Form.
§48.894-3	Line entries.
§48.894-4	Supporting list.
§48.895	Report on subcontract settlement delegations.
§48.895-1	General description.
§48.895-2	Form.
§48.895-3	Contents.
§48.896	Report on findings and appeals.
§48.896-1	General description.
§48.896-2	Form.
§48.896-3	Contents.
§48.897	Report on plant clearance.
§48.897-1	General description.
§48.897-2	Form.
§48.897-3	Line entries and definitions.
§48.897-4	Supporting list.
§48.898	Report on consolidated termination and company-wide settlement programs.
§48.898-1	General description.
§48.898-2	Form.

§ 48.890 *Scope.* This subpart covers the preparation and submission of monthly reports covering settlement of terminated war contracts and related matters. [JTR 890]

§ 48.891 *Responsibility for submitting reports.* [JTR 891]

§ 48.891-1 *Reports within War Department.* In the War Department, the chief of each service shall submit each month to the Readjustment Division, Headquarters, Army Service Forces, an original and one copy of each report in the manner prescribed in §§ 48.892, 48.898. Each such report shall be submitted on or before the 10th day of the month following the one reported upon, except that reports on plant clearance, as prescribed in § 48.897, shall be filed on or before the 12th day of the month. [JTR 891.1]

§ 48.891-2 *Reports within Navy Department.* In the Navy Department, reports shall be submitted as follows:

(a) Each Bureau shall submit:

(1) The report on the status of terminated fixed price contracts (see § 48.892).

(2) The report on the status of terminated cost-plus-a-fixed-fee contracts (see § 48.893).

(3) The partial payment report (Subparts A, B, and C only, see § 48.894).

(4) The report on subcontract settlement delegations (see § 48.895).

(5) The report on findings and appeals (see § 48.896).

(b) The Finance Division, OP&M, shall submit the partial payment report (Subpart D only, see § 48.894-3).

(c) NMR&DA shall submit:

(1) The report on plant clearance (see § 48.897).

(2) The report on the consolidated termination and company-wide settlement programs (see § 48.898).

(d) The Bureau reports and the Finance Division, OP&M, report shall be submitted to the Industrial Readjustment Branch, OP&M, on or before the 10th of the month following the one reported upon; the NMR&DA reports shall be submitted to the Property Disposition Branch, OP&M, on or before the 15th of the month following the one reported upon. [JTR 891.2]

§ 48.891-3 *How amounts to be shown.* In all reports, amounts will be shown to the nearest whole dollar. [JTR 891.3]

§ 48.892 *Report on status of terminated fixed-price contracts.* [JTR 892]

§ 48.892-1 *General description.* This report will list all fixed price prime contracts (except facilities contracts and agreements reached by the use of change orders) terminated for the convenience or at the option of the Government, the settlement of which was effected during the month or was pending at the end of the month, regardless of the amount of the contract, where formal notice of its termination has been given. It will also list all claims under terminated fixed price subcontracts (whether under fixed price or cost-plus-a-fixed-fee contracts) the settlement of which has been assumed by the Government, and will summarize terminations of a company-wide settlement contractor arising from termination of subcontracts held by him with another war contractor in accordance with instructions under §48.892-60 [JTR 892.1]

§ 48.892-2 *Form.* (a) In the War Department, this report will be submitted on W.D., A.G.O. Form No. 505, Control Approval Symbol PDE-10. This form is available at AG Depots.

(b) In the Navy Department, this report will be submitted on NAVEXOS Form Nos. 753, 754 and 755. The forms are available in the Industrial Readjustment Branch, OP&M, Navy Department, Washington 25, D. C. Part I of this report will be submitted on Form NAVEXOS 755; Part II on Form NAVEXOS 753; and Part III on Form NAVEXOS 754 (see § 48.892-3). [JTR 892.2]

§ 48.892-3 *Arrangement.* (a) The reports will be prepared to show separately the results in each War Department procurement office or Navy Department termination unit. Each assigned contractor under the company-wide settlement program will be considered as a separate procurement office or termination unit.

(b) The reports will be prepared in the various parts and sections described below. The terminations listed within each section will be arranged in chronological order based on the effective date of termination. Part One will not be required by the War Department.

PART ONE

Section I. Terminations initiated during the month.

Section II. All other terminations, including transfers-in (terminations received for settlement from another terminating office) reported for the first time, regardless of the effective date of termination.

PART TWO

Section I. Terminations settled during the month. All dates and amounts for terminations in this group must agree with the corresponding data on the final settlement proposal form and the supplemental agreement. In the event that a settlement with a prime contractor excludes certain subcontract claims, pursuant to § 48.613-1 of this subchapter, which are not assumed by the Government for direct settlement, the names of the excluded subcontractors and the reason for their exclusion will be noted.

Section II. Terminations rescinded during the month.

Section III. Terminations transferred-out (terminations transferred from the terminating office to another office for settlement) during the month. See § 48.892-6 (b) (2) for handling of "company-wide settlement" transfers. In the War Department, the chief of the service is responsible for "zero balancing" all intra-service transfers.

PART THREE

Section I. Terminations in process of settlement. For the Navy Department, this will include cases in Section II of Part I but not in Section I thereof.

Section II. Suspense Terminations, which are those as to which the terminated contract is—

(a) in litigation.

(b) before a Board of Appeals at a higher level than the terminating service or bureau.

(c) a War Supplies, Ltd. termination pending three months or more after the effective date of termination; or

(d) unsettled for reasons beyond the control of the service or bureau, including those cases under appeal in the Court of Claims, a U. S. District Court, or a U. S. Circuit Court of Appeals.

[JTR 892.3]

§ 48.892-4 *Columnar entries.* (a) The following information will be entered in the respective columns of the report form:

Column 1—*Number.* The number of the terminated contract.

Column 2—*Name of Contractor.*

Column 3—*Item.* Sufficient information will be given to permit identification of the item or items, the production of which has been terminated.

Column 4—*Partial or Complete.* Partial terminations should be indicated by "P" and complete terminations by "C". A partial termination is one in which only a part of the uncompleted portion of the contract is terminated and the balance is to be continued after the effective date of termination. A complete termination is one in which the entire uncompleted balance of a contract is terminated.

Column 5—*Date of Termination Notice.* The date on which the contractor was notified of the proposed termination by the responsible office or bureau.

Column 6—*Effective Date of Termination.* The date specified in the notice of termination as the effective date. In the event that no date is specified in the notice, the best estimate will be used until final information is obtained.

Column 7—*Amount of Contract.* The total amount of the contract, including supplements. If a contract is partially terminated and later terminated with respect to the continued portion, each such termination will normally be treated as a separate transaction (see § 848.892-6 (a)), but the value is to be listed in this column in parentheses.

Column 8—*Total Contract Price of Items Cancelled.* The best estimate is to be used until final figures can be ascertained. Final figures must agree with the amount shown as "Not to be completed" on the settlement proposal form.

Column 9—*Contractor's Claim—Date of Filing.* The date on which the prime contractor's claim for his own charges was received by the contracting agency. In the case of the Navy, this is the date on which the claim is received by the cognizant Navy material inspector. Settlement proposals, which are improper as to form and which will therefore be returned to the contractor for revision or correction without submission to the contracting officer, should not be reported. In the event of interim proposals, show the original date prefixed by "I". The date of the most recent interim proposal or of the final proposal will be shown below this original date prefixed by "I" or "F", whichever is applicable. Addition or adjustment of interest in the final settlement proposal does not constitute a change in date of filing.

Column 10—*Contractor's Claim—Amount Exclusive of Subcontractors.* The dollar amount of the prime contractor's own charges. This amount will be Line 13 plus Line 16 of Settlement Proposal Form 1, Line 2 plus Line 3 of Settlement Proposal Form 1a, and Line 13 plus Line 15 of Settlement Proposal Form 1b. If interest is added in final settlement in excess of that shown on the settlement proposal, the corresponding addition should be made to the amount of the proposal. The difference between the amount of final claim and the amount entered in Column 17 for completed cases will represent the net change resulting from negotiation. Where the contractor submits interim proposals, the latest amount proposed to date will be shown opposite the most recent proposal date, and previous proposal figures will be omitted.

Column 11—*Subcontractors' Claims—Submitted—Number.* The number of first tier subcontractors' claims submitted by the prime contractor to the office administering the termination, or settled by the prime contractor under delegation of authority. This will not include "no cost" settlement agreements made by prime contractors with their subcontractors.

Column 12—*Subcontractors' Claims—Submitted—Amount.* The total dollar amount of all first tier subcontractors' claims submitted by the prime contractor to the office administering the termination. The amount of subcontractors' claims must be as shown on Line 14 of Settlement Proposal Form 1 or 1b.

Column 13—*Subcontractors' Claims—Approved—Number.* The number of first tier subcontractors' claims which have been approved by the contracting officer or his representative, or by prime contractors where authority has been granted to settle without Government approval.

Column 14—*Partial Payments—For Benefit of Prime Contractor.* The total amount of partial payments made to the prime contractor solely for his use and benefit.

Column 15—*Partial Payments—For Benefit of Subcontractors.* The total amount of

partial payments made for the use and benefit of subcontractors, whether such amounts are paid to the prime contractor for the account of subcontractors or are paid direct to subcontractors.

Column 16—*Details of Final Settlement—Date.* The date on which the supplemental agreement incorporating the final settlement is received by the contracting officer, signed by both the contractor and the contracting officer. Where approval by the chief of the service or bureau is required, the transaction must be considered as pending until this approval is received.

Column 17—*Details of Final Settlement—Gross Amount Excluding Subcontractors.* The gross amount of the settlement agreement including expenses subsequent to termination but excluding that portion of the contractor's settlement represented by settlements with subcontractors. Differences between Columns 10 and 17 represent negotiated reductions between the contractor's final claim (see Column 10 above) and the final settlement.

Column 18—*Details of Final Settlement—Amount Subcontractors.* The amount payable to subcontractors by the prime contractor, and included in the final settlement. Differences between Columns 12 and 18 represent negotiated reduction made by the contracting officer in the subcontractors' settlements previously approved by the prime contractor and submitted to the contracting officer for approval.

Column 19—*Details of Final Settlement—Disposal Credits.* Enter the amount credited to the Government by the prime contractor for receipts from sales or retention of termination inventory included in his gross settlement proposal.

Column 20—*Details of Final Settlement—Net Amount of Settlement.* The net settlement of the proposal. This is Column 17 plus 18 minus 19.

Column 21—*Details of Final Settlement—Amount Allowed for Property Taken over by the Government.* The amount included in the net settlement, shown in Column 20, required to reimburse the contractor for the cost of his inventory taken over by the Government. When an exact cost cannot be assigned to this inventory, as in some settlements on a total cost basis, the best possible estimate will be given. Do not include the value of, or loss on, items scrapped, retained, abandoned, or disposed of by contractor.

(b) For War Department terminations in process of settlement, the space occupied by Columns 16, 17, 18, 19, 20, and 21 will be used to explain briefly the status of plant clearance and settlement action. As to plant clearance, each termination must show one of the following remarks:

- (1) No inventory involved
- (2) Awaiting inventory list
- (3) Inventory clearance in process
- (4) Inventory cleared

As to settlement action, each termination must show one of the following remarks:

- (1) Awaiting information from contractor as to cost or "no cost" settlement
- (2) Awaiting claim
- (3) Awaiting office review or audit
- (4) Negotiating (use only where accounting review is completed)
- (5) Awaiting supplemental agreement

(c) For Navy Department terminations in process of settlement, the remarks column of NAVEXOS 754 shall show such remarks as are requested by the Industrial Readjustment Branch, OP&M, from time to time.

(d) Other pertinent remarks will be added when they are of assistance in explaining the status of the termination settlement.

In the case of suspense terminations (Part Three, Section II of the Report) a brief statement should be added explaining why the termination cannot be settled by the contracting officer. Where this information appears in the findings and appeals report (§ 848.896) a cross reference to such report will be sufficient.

(e) In terminations involving subcontractors, it is desirable to show the total number of first tier subcontractors from whom claims are expected so as to provide a comparison between probable subcontractors' claims and those submitted to date as shown in Column 11. [JTR 892.4]

§ 848.892-5 *Summary.* (a) A summary will be prepared for each report in both numbers and dollars.

(b) In the War Department, this report will be submitted on WD, AGO Form No. R 5056, Control Approval Symbol RCC-22.

(c) In the Navy Department, this report will be submitted on NAVEXOS Form 2091.

(d) *Line Entries.* The following information will be entered in the respective lines of the form:

Line 1—*In process of settlement—Active per last report.* This will agree with Line 13 of the previous month's report.

Line 2—*In process of settlement—Suspense per last report.* This will agree with Line 14 of previous month's report.

Line 3—*Adjustments in last report—(Dollars only).* Net adjustments during the current month in the contract price of items cancelled in Lines 1 and 2 above. The service terminating a prime contract shall make no reduction in the reported amount of any prime contract due to the assumption by another designated officer of the settlement responsibility in company-wide settlement of a subcontract allocable to such a prime contract.

Line 4—*Added this month.* Terminations listed on this month's report for the first time regardless of the effective date of termination. This will exclude transfers-in.

Line 5—*Transferred-in (Other procurement offices of same service).*

Line 6—*Transferred-in (Company-wide settlement).* Those transfers-in from other services will be entered.

Line 7—*Total—Lines 1 through 6.*

Line 8—*Settled this month.*

Line 9—*Rescinded this month.*

Line 10—*Transferred-out (Other procurement offices of same service).*

Line 11—*Transferred-out (Company-wide settlement).*

Line 12—*Total—Lines 8 through 11.*

Line 13—*In process of settlement—Active this report.* This group will be subdivided as below.

Line 13a—*Less than four months.* This group includes terminations with effective dates which have not yet been reached, those effective during the month of report, and any of the preceding three months.

Line 13b—*4 through 6 months.* This group includes terminations with effective dates falling in the fourth, fifth and sixth month preceding the month of report.

Line 13c—*7 through 12 months.* This group includes terminations with effective dates falling in the seventh, eighth, ninth, tenth, eleventh and twelfth month preceding the month of report.

Line 13d—*Over 12 months.* This group includes those terminations with effective dates falling in a month earlier than the twelfth month preceding the month of report.

Line 13e—Total. Lines 13a through 13d.
 Line 14—In process of settlement—Expense this report.
 Line 15—Total in process. Line 13e plus Line 14. Also Line 7 minus Line 12.

[JTR 892.5]

§ 848.892-6 *Special cases.*

(a) *Successive partial terminations.*
 (1) Where successive partial terminations are made under one prime contract, each such termination will be treated as a separate transaction, unless it is intended to settle all partial terminations in one settlement agreement.

(2) When a further termination is made against a contract which has already been partially terminated and it is intended to settle all partial terminations in one supplemental agreement, the previous terminations should be listed under the "Rescinded" section of the report. The total terminations to date under the contract will be picked up as a single termination under the date of the latest termination.

(b) *Company-wide settlements.* (1) The designated officer engaged in the company-wide settlement of an assigned contractor shall prepare a separate monthly contract termination status report with respect to the termination of such assigned contractor.

(2) As to prime contracts:

(i) The terminating agency will report the termination as a "termination in process of settlement" until such time as transfer to the designated officer has been effected, after which it will be reported as a "termination in process of settlement" by the designated officer.

(ii) At the time of transfer to the designated officer, the service or bureau terminating the contract will notify the designated officer of the contract price of items cancelled, the effective date of termination, and other pertinent data. The designated officer will acknowledge receipt and notify the service or bureau as to the month in which the termination will be picked up on the designated officer's Monthly Contract Termination Status Report. Upon receipt of this advice, such service or bureau will list the termination as transferred-out in the month indicated in the acknowledging letter.

(3) As to claims of a company-wide settlement contractor arising from termination of subcontracts held by him with another war contractor which are assumed by the Government for direct settlement

(i) Claims settled during the month will be reported on a single line immediately below the prime contract terminations reported as settled during the month. A notation will be made across Columns 3, 4, 5, 6, 7, and 8 as follows: "Subcontract Claims Awaiting Settlement Under Company-wide Settlement Program". The number of subcontract claims submitted will be entered in Column 11; the amount of these claims will be entered in Column 12; the number of subcontract claims approved will be entered in Column 13; the net settlement will be entered in Columns 18 and 20; and the amount allowed for property taken over by the Government in Column 21. All such subcontract claims will

be entered on the report on a net basis after exclusion of disposal credits.

(ii) Claims awaiting settlement will be reported on a single line immediately below the prime contract terminations pending settlement at the end of the month. A notation will be made across Columns 3, 4, 5, 6, 7, and 8 as follows: "Subcontract Claims Awaiting Settlement Under Company-wide Settlement Program". The number of subcontract claims submitted will be entered in Column 11; the amount of these claims in Column 12; the number of claims approved but not yet settled in Column 13; and any partial payments thereon in Column 15.

(iii) A summary report will be submitted showing an analysis of the information included in (i) and (ii), above, in the manner prescribed by the Readjustment Division, ASF, or the Industrial Readjustment Branch, OP&M.

(c) *Terminations under the consolidated termination program.* Settlement of contracts held by companies under the consolidated termination program will be reported by the terminating service or bureau.

(d) *Subcontract settlements negotiated or reviews made by office other than terminating office (War Department only).* Where settlement negotiation as to certain subcontract settlements are conducted by an office other than the terminating office within the same service, the office terminating the prime contract will retain reporting responsibility except in the case of company-wide settlements, and of subcontract claims assumed by the Government.

(e) *Settlements excluding certain subcontractors.* Where a prime contractor's claim has been completely settled except for one or more subcontract claims which are assumed by the Government for direct settlement (including those assumed under company-wide settlement or which are excluded from the settlement by agreement with the prime contractor pursuant to paragraph 613.1) the prime contract and all such subcontracts as are settled with it will be reported as settled. The entire contract price of items cancelled under the prime contract will be reported as settled.

(f) *Subcontract claims assumed by the Government.* Each such obligation assumed by the Government, excluding those assumed under the company-wide settlement program, will be reported as a separate termination and treated as a termination of a prime contract made upon the effective date of the notice of termination from the higher tier contractor. Columns 7 and 8 of the fixed price form or Column 7 of the CPFF form will be marked "Sub Claims Assumed", and no amounts will be entered.

(g) *Revisions in dates and amounts previously reported.* Whenever dates or amounts shown are revised from those shown on the immediately preceding report, the revised figures will be preceded by "R" except as to the date of filing claim. All dates and amounts applicable to terminations settled must be in agreement with the corresponding data on the final settlement proposal form.

(h) *Corrections of previously reported settlements.* When corrections are made in terminations previously reported as settled (Part Two, Section I of the report), a separate sheet of the status report form headed "Corrections" will be submitted. For each correction to be made, the information as shown in all columns of the report as originally submitted will be shown with the corrected figures immediately below those originally submitted. [JTR 892.6]

§ 848.893 *Report on status of terminated cost-plus-a-fixed-fee contracts.* [JTR 893]

§ 848.893-1 *General description.* This report will list all cost-plus-a-fixed-fee prime contracts terminated for the convenience or at the option of the Government, the settlement of which was effected during the month or was pending at the end of the month, regardless of the amount of the contract. The report will include prime contract terminations accomplished according to "Changes Articles". [JTR 893.1]

§ 848.893-2 *Form.* (a) In the War Department, this report will be submitted on W.D., A.G.O. Form No. 0405, Control Approval Symbol RCC 21. The form is available at AG Pentagon Depot, Washington 25, D. C.

(b) In the Navy Department, this report will be submitted on NAVEXOS Form No. 2094 (but Columns 8 through 11 will not be used, and Columns 17, 18, and 19 will not be filled in until the audit status date). The form is available at the Industrial Readjustment Branch, OP&M. [JTR 893.2]

§ 848.893-3 *Arrangement.* See § 848.892-3. [JTR 893.3]

§ 848.893-4 *Columnar entries.* (a) The following information will be entered in the respective columns of the report form. Columns 14 to 22, inclusive, will be entered for complete terminations and for severable partial terminations only.

Column 1—Contract Number.

Column 2—Contractor's Name and Location of Facility.

Column 3—Item. Sufficient information will be given to permit identification of the item or items, the production of which has been terminated.

Column 4—Partial or Complete. Partial terminations should be indicated by "P" and complete terminations by "C". A partial termination is one in which only a part of the uncompleted portion of the contract is terminated and the balance is to be continued after the effective date of termination. A complete termination is one in which the entire uncompleted balance of a contract is terminated.

Column 5—Date of Termination Notice. The date on which the contractor was notified of the proposed termination by the responsible office or bureau.

Column 6—Effective Date of Termination. The date specified in the notice of termination as the effective date. In the event that no date is specified in the notice, the best estimate will be used until final information is obtained.

Column 7—Estimated Value of Work or Items Cancelled. Estimated value of the terminated portion of the contract.

Column 8—Subcontracts Terminated—Number. The total number of subcontracts

terminated, i. e., the number on which stop work orders were issued under the termination.

Column 9—*Subcontracts Terminated—Settled Without Claim—Number.*

Column 10—*Subcontracts Terminated—Settled With Claim—Number.*

Column 11—*Subcontracts Terminated—Settled With Claim—Amount.*

Column 12—*Partial Payment for Benefit of Prime Contractor.* The total amount of partial payment made to the prime contractor solely for his use and benefit, including the amount of withdrawals from advance payment accounts authorized for termination financing under Subpart C of Part 843 of this subchapter.

Column 13—*Partial Payments for Benefit of Subcontractors.* The total amount of partial payments made for the use and benefit of subcontractors, whether such amounts are paid to the prime contractor for the account of the subcontractor or are paid direct to subcontractors.

Column 14—*Date of Discontinuation of Vouchers.* The date on which the contractor's election to discontinue the use of cost vouchers becomes effective. So long as voucher reimbursement continues, this column will be left blank. For terminations where there have been no reimbursed costs, enter "no reimbursed costs".

Column 15—*Audit Status Date.* The audit status date referred to in the notice to the GAO requesting date on uncleared exceptions.

Column 16—*Estimated Amount to be paid Contractor.* The estimated reimbursement yet to be made for past and future expenses, and unpaid balance of fee, including amounts to be paid in connection with settlement of subcontract claims.

Column 17—*GAO Exceptions Outstanding—Number.* The number of GAO exceptions outstanding against cost vouchers at the end of the month.

Column 18—*GAO Exceptions Outstanding—Amount.* The amount of GAO exceptions outstanding against cost vouchers at the end of the month.

Column 19—*Vouchers Paid.* The amount of reimbursement made to the contractor on cost vouchers prior to discontinuance of cost vouchers pursuant to § 845.563-2.

Column 20—*Settlement Proposal—Date of Filing.* In the event of partial proposals, the date should be prefixed by "P". Final proposals should be prefixed by "F". The date of the first and of the most recent proposal should be shown.

Column 21—*Settlement Proposal—Amount.* The amount of the contractor's settlement proposal, before deductions of previous payments to contractors (Line 13 minus Line 14 of Column 4 of the Settlement Proposal Form). When interim proposals are submitted by the contractor, the amount of the total submitted to date will be shown opposite the most recent proposal date and previous proposal figures will be omitted.

Column 22—*Amount of Final Settlement.* The amount of the settlement agreement applicable to the settlement proposal submitted by the contractor before deduction of previous payments. Any variation between amounts in Columns 21 and 22 represent negotiated adjustments.

Column 23—*Date of Settlement.* For complete termination, this is the date on which the supplemental agreement incorporating the final settlement is received by the contracting officer, signed by both the contractor and the contracting officer. For partial terminations, this is the date of the adjustment of fixed fee or final settlement of all subcontractor claims whichever is later.

(b) (1) For War Department reports only, either on an attached sheet or immediately below the entries described

above, beginning in Column 1 and extending across the page, remarks pertinent to each termination in process will be shown. Remarks will contain the following information:

(i) Status of plant clearance;
(ii) Status of GAO audit, including number of vouchers yet to be audited by GAO;

(iii) Status of overhead audit by service, if overhead audit is required;

(iv) Number of vouchers to be finalized upon settlement of the terminated contract;

(v) The date and number of the final and last cost voucher;

(vi) The number of final GAO exceptions cleared by deductions on which reclaim vouchers will be submitted, and the amount involved in such vouchers;

(vii) Estimated date of final settlement.

(2) Navy Department reports shall also contain such remarks as are requested by the Industrial Readjustment Branch, OP&M, from time to time.

(c) In the case of suspense terminations (Part Three, Section I of the report) a brief statement should be added explaining why the termination cannot be settled by the contracting officer. Where this information appears in the findings and appeals report (§ 848.896) a cross reference to such report will be sufficient. [JTR 893.4]

§ 848.893-5 *Summary.* See § 848.892-5. [JTR 893.5]

§ 848.893-6 *Special cases.*

(a) *Successive partial terminations.* See § 848.892-6 (a).

(b) *Company-wide settlements.* See § 848.892-6 (b).

(c) *Terminations under the consolidated termination program.* See § 848.892-6 (c).

(d) *Settlements negotiated or reviews made by office other than terminating office (War Department only).* See § 848.892-6 (d).

(e) *Settlements excluding certain subcontractors.* See § 848.892-6 (e).

(f) *Subcontract claims assumed by Government.* See § 848.892-6 (f).

(g) *Revisions in dates and amounts previously reported.* See § 848.892-6 (g). [JTR 893.6]

§ 848.894 *Report on partial payments.* [JTR 894]

§ 848.894-1 *General description.* This report will summarize the receipt, approval, reduction, or rejection during the month of partial payment applications in connection with terminations pending settlement, and withdrawals from advance payment accounts for use as partial payment. This report will not include transactions under § 843.364-4. [JTR 894.1]

§ 848.894-2 *Form.* (a) In the War Department, this report will be submitted on W. D. A. G. O. Form No. 271 (Termination Partial Payment Status Report), Control Approval Symbol RCC-12. The form is available at AG Depots.

(b) In the Navy Department, this report will be submitted on Form No. OCS-R4. This form is available at the In-

dustrial Readjustment Branch, OP&M. [JTR 894.2]

§ 848.894-3 *Line entries.* (a) The following information will be entered in the respective lines of the War Department report form:

Line 1—*Applications on Hand—1st of Month (Prime Contractor).* This will include the number and amount of applications for partial payments originated in the name of a prime contractor, whether for his own benefit or for the establishment of a fund from which payments may be made to subcontractors. The number and amount of applications shown on this line must agree with that shown on Line 8 of the previous month's report.

Line 2—*Applications Received During Month (Prime Contractor).* This will include the number and amount of applications received during the month of the type described in Line 1.

Line 3—*Total.* Line 1 plus Line 2.

Line 4—*Applications Approved During Month (Prime Contractor).* The number of applications approved and the amount actually approved for payment. If this is less than the amount originally applied for, the reduction will be shown on Line 5.

Line 5—*Applications Reduced During Month (Prime Contractor).* The amount by which the total payments under all applications approved during the month were less than the payments requested in such applications. This amount plus the amount shown on Line 4 will equal the total originally applied for under all applications approved during the month.

Line 6—*Applications Rejected or Withdrawn During Month (Prime Contractor).* The number and amount of applications rejected or withdrawn in their entirety during the month.

Line 7—*Total.* Line 4 plus Line 5 plus Line 6.

Line 8—*Applications on Hand—End of Month (Prime Contractor).* The number and amount of applications (at amount of original application) on hand at the end of the month. The dollar amount shown in this column should equal Line 3 minus Line 7.

Line 9—*Applications on Hand—End of Month—Received Prior to 1st of Month (Prime Contractor).* The number and amount of applications included in Line 8 which were received in the contracting office prior to the first of the month.

Line 10—*Applications on Hand—1st of Month (Subcontractor).* This will include the number and amount of applications for partial payments originated in the name of a subcontractor. The number and amount of applications shown on this line must agree with that shown on Line 17 of the previous month's report.

Line 11—*Applications Received During Month (Subcontractor).* This will include the number and amount of applications received during the month of the type described on Line 10.

Line 12—*Total.* Line 10 plus Line 11.

Line 13—*Applications Approved During Month (Subcontractor).* The number and amount of applications actually approved for payment. If this is less than that originally applied for, the reduction will be shown in Line 14.

Line 14—*Applications Reduced During Month (Subcontractor).* The amount by which the total payments under all applications approved during the month were less than the payments requested in such applications. This amount plus the amount shown in Line 13 will equal the total originally applied for under all applications approved during the month.

Line 15—*Applications Rejected or Withdrawn During Month (Subcontractor).* The

number and amount of applications rejected or withdrawn in their entirety during the month.

Line 16—Total. Line 13 plus Line 14 plus Line 15.

Line 17—Applications on Hand—End of Month (Subcontractor). The number and dollar amount of applications (at amount of original application) on hand at the end of the month. The dollar amount shown in this column should equal Line 12 minus Line 16.

Line 18—Applications on Hand—End of Month—Dated Prior to 1st of Month (Subcontractor). The number and amount of subcontractor applications included in Line 17 for which the date of application (not the date of receipt in the contracting office) was prior to the first of the month for which the report is prepared.

Line 19—Withdrawals from Advance Payment Funds and Controlled Accounts for Purpose of Partial Payments (Complete Termination). The number and amount of withdrawals from advance payment and controlled accounts for purposes of termination partial payments in accordance with Section III of this Regulation. The information entered on this line will be restricted to advance payment withdrawals for purposes of termination partial payments applicable to complete terminations.

(b) In preparing the Navy Department report, the line entries shall be made in accordance with the definitions and instructions that accompany Form OCS-R4. [JTR 894.3]

§ 848.894-4 *Supporting list.* (a) The War Department form will be supported by a list of applications included in Lines 9 and 18 above, showing as to each:

- (1) Name of subcontractor.
- (2) Name of prime contractor and contract number of prime contract.
- (3) Date of application.
- (4) Date application received by contracting officer.
- (5) Dollar amount of application.
- (6) Name of administering district.
- (7) Reason for delay.

(b) In the Navy, the report form will also be supported by the following lists:

(1) A list of payments approved during the month as to which the amount of the payment plus prior unliquidated partial, progress, and advance payments and credits from the disposal or retention of inventory included in the applicant's own charges is less than 75% of the applicant's own charges. This list shall show:

- (i) Contract number.
- (ii) Name of contractor.
- (iii) Amount of payment requested.
- (iv) Amount of payment approved.
- (2) A list of overpayments outstanding and not referred to collection agencies at end-of-month. This list shall show:
 - (i) Contract number.
 - (ii) Name of contractor.
 - (iii) Amount of overpayment outstanding.
 - (iv) Date overpayment was established. [JTR 894.4]

§ 848.895 *Report on subcontract settlement delegations.* [JTR 895]

§ 848.895-1 *General description.* This report will list all war contractors to whom a service or bureau has, pursuant to § 846.642-2, delegated authority to make final settlement of terminated subcontracts, or as to whom it has re-

voked such authority, pursuant to § 846.642-7 or § 846.643-2, during the month. [JTR 895.1]

§ 848.895-2 *Form.* No standard form is prescribed in either the War or Navy Departments. The report will be headed "Subcontract Settlement Delegations". In the War Department, the report will show Control Approval Symbol RCT-10. [JTR 895.2]

§ 848.895-3 *Contents.* The report will consist of a list, in alphabetical order, setting forth:

(1) The name and address of each war contractor to whom the service or bureau has during the month, pursuant to § 846.642-2, delegated authority to make final settlement of terminated subcontracts, together with a statement as to whether (i) such delegations cover only specific contracts (enter contract numbers), under the service or bureau, or cover all contracts (each type to be listed in separate groups), and (ii) the service or bureau made such delegation on its own authority, or in reliance on a prior delegation to another service or bureau, in which latter case the name of such other service or bureau shall be given.

(2) The name and address of each war contractor as to whom the service or bureau has during the month, pursuant to § 846.642-7 or § 846.643-2, revoked authority to make final settlement of terminated subcontracts, together with the reasons for such revocation.

(3) The date each delegation was granted or revoked. [JTR 895.3]

§ 848.896 *Report on findings and appeals.* [JTR 896]

§ 848.896-1 *General description.* A separate report will be submitted for each dispute or which findings have been ordered pursuant to section 13 of the Contract Settlement Act (including disputes arising under section 17 of the Contract Settlement Act) regardless of whether a prime contractor or subcontractor is involved, or whether or not a termination is involved. Cases should be first reported in the month during which findings were ordered, and should be reported monthly through the month in which the findings are accepted, or other settlement is accomplished, or in which the contractor makes an external appeal. [JTR 896.1]

§ 848.896-2 *Form.* In the War and Navy Departments, this report will be submitted on Form OCS-R5, Budget Bureau No. 17-RO17. This form is available at the Readjustment Division, Headquarters, Army Service Forces, and at the Industrial Readjustment Branch, OP&M. [JTR 896.2]

§ 848.896-3 *Contents.* (a) The following information will be entered in the respective lines of the report form:

Line 1—*Type of dispute.* Enter a check mark under "a" if the dispute has arisen under Section 17 of the Act and under "b" if the dispute has arisen under other sections. If the dispute involves other sections as well as Section 17, check both "a" and "b".

Line 2—*Contract number.* The complete contract number.

Line 3—*Name of contractor.* The full name of the contractor holding the contract.

Line 4—*Business address of contractor.* The usual business address of the contractor. The location of the plant where the contract was being performed should also be shown under "a" if this location is different from the usual business address.

Line 5—*Item(s) cancelled.* The item, or type or class of items, being produced under the contract.

Line 6—*Effective date of termination.* The date specified in the notice of termination as the effective date.

Line 7—*Contract Price of Items Cancelled.* The dollar amount of the contract price of the terminated items. The original estimate should be entered under "a", while the latest estimate should be entered under "b".

Line 8—*Contractor's claim.* The dollar amount claimed by the contractor as representing his charges applicable to the portion of the contract not to be completed. The claim, as it stood at the date findings were ordered, should be entered under "a", and the latest claim should be entered under "b".

Line 9—*Date findings ordered.* The date on which the contracting agency determined to prepare written findings on an unsettled claim or the date of receipt by the contracting agency of the contractor's demand for such findings. The date should be entered under "a" if the findings were ordered at the request of the contractor, and under "b" if ordered through a determination of the disagreement between the contractor and the contracting agency should be given under Line 13 (Remarks).

Line 10—*Findings.* The date on which the original findings were mailed and the amount of the findings should be entered under "a", and the date and amount of any subsequent revision in the findings should be entered under "b". If more than one revision is made in the findings, the latest revision should be entered under "b", and interim revisions under Line 13 (Remarks). Modification in findings made during review by higher echelons within the procurement agency should be considered as a revision in the findings rather than an internal appeal.

Line 11—*Internal appeals.* Appeal by the contractor from the conclusions of the written findings, through the appeals machinery of the procurement agency. The date of such appeal should be entered under "a", the date of action on such appeal under "b", and the amount determined under "c". (See Line 10 for reporting revisions in findings arising during review by higher echelons within the procurement agencies.) Other pertinent results of internal appeals should be summarized under Line 13 (Remarks). Disputes submitted to arbitration or mediation under section 13 (e) or 13 (f) of the Contract Settlement Act will also be considered as internal appeals. The report prepared for the month in which the dispute is submitted to arbitration or mediation should show under Line 13 a statement to the effect that the case is being submitted to arbitration or mediation, the date on which the dispute was submitted to arbitration or mediation, the name and address of the arbitrator, and the nature of the dispute.

Line 12—*Acceptance of findings or other settlement.* Settlement of the claim at any stage short of external appeal. The date of such acceptance or other settlement should be entered under "a" and the amount of the settlement under "b". When settlement is accomplished by means of arbitration or mediation, a statement should be included under Line 13 giving a concise summary of the dispute.

Line 13—*Report on findings and appeals—Remarks.* Wherever Lines 9, 11 and 12 request that pertinent information or a concise summary be furnished as to the nature of the dispute, sufficient data should be in-

cluded to indicate as precisely as practicable the character of the controversy and the points at issue, with particular emphasis on questions of law or policy. The purpose of this is to furnish information as to the kind and type of disputes which may be hampering settlements by negotiation.

(b) It should be noted that information for Lines 2 and 7 of § 848.896-3 may not be available for cases arising under section 17 of the Contract Settlement Act. [JTR 896.3]

§ 848.897 *Report on plant clearance.* [JTR 897]

§ 848.897.1 *General description.* This report will summarize (a) clearance requests received during the month, (b) clearance requests completed during the month, (c) clearance requests pending at the end of the month, and (d) the period of time required to complete clearance under clearance requests or the period of time for which clearance has been pending under clearance requests. Clearance requests covering contractor inventory will be recorded separately from those covering Government-owned plant equipment. The plant clearance figures for the reports on consolidated terminations, and the reports on company-wide settlements shall be included. The reporting agency will be the service or bureau which has the disposal responsibility regardless of the original terminating agency. It should be noted that the plant clearance status of Government-owned plant equipment is to be reported only by the agency owning the equipment. [JTR 897.1]

§ 848.897-2 *Form.* (a) In the War Department, this report will be submitted on W. D., A. G. O. Form No. 294, Control Approval Symbol RCC 11. This form is available at AG Depots.

(b) In the Navy Department, this report will be submitted on Form No. OCS-R6, Budget Bureau No. 17-RO18. This form is available at the Property Disposal Branch, OP&M. [JTR 897.2]

§ 848.897-3 *Line entries and definitions.* (a) The following information will be entered in the respective lines of the War Department report form, subdivided as between clearance requests received from prime contractors and subcontractors, and as between contractor inventory and Government-owned plant equipment.

Line 1—*Number of Clearance Requests—Pending—1st of Month.* The number of clearance requests pending at the first of the month. This must agree with Line 7 on the preceding month's report.

Line 2—*Number of Clearance Requests—Received.* The number of clearance requests received during the month.

Line 3—*Number of Clearance Requests—Total Before Disposition.* Line 1 plus Line 2.

Line 4—*Number of Clearance Requests—Returned to Contractor.* The number of clearance requests returned to the contractor during the month.

Line 5—*Number of Clearance Requests—Completed.* The number of clearance requests which were completed.

Line 6—*Number of Clearance Requests—Total Disposition.* Line 4 plus Line 5.

Line 7—*Number of Clearance Requests—Pending—End of Month.* The number of clearance requests on hand at the end of the

month which had not been completed. (Line 3 minus Line 6.)

Line 8—*Clearance Requests Completed—Within 40 Days.* The number of clearance requests completed during the month within 40 days after date of receipt.

Line 9—*Clearance Requests Completed—41 Through 60 Days.* The number of clearance requests completed during the month in 41 through 60 days after date of receipt.

Line 10—*Clearance Requests Completed—Over 60 Days—Within Waiver.* The number of clearance requests completed during the month which required more than 60 days to complete but which were completed within a period covered by a waiver.

Line 11—*Clearance Requests Completed—Over 60 Days—Beyond Waiver.* The number of clearance requests completed during the month which requires more than 60 days to complete, for which no waiver was obtained or which were completed beyond the period covered by a waiver.

Line 12—*Clearance Requests Completed—Total Completed.* The sum of Lines 8, 9, 10 and 11. This total must agree with Line 5.

Line 13—*Clearance Requests Pending—40 Days or Less.* The number of clearance requests pending at the end of the month which had been pending for 40 days or less after date of receipt.

Line 14—*Clearance Requests Pending—41 Through 60 days.* The number of clearance requests pending at the end of the month which had been pending for 41 through 60 days after date of receipt.

Line 15—*Clearance Requests Pending—Over 60 Days—Within Waiver.* The number of clearance requests pending at the end of the month which had been pending for more than 60 days, but within a period covered by a waiver.

Line 16—*Clearance Requests Pending—Over 60 Days—Beyond Waiver.* The number of clearance requests pending at the end of the month which had been pending for more than 60 days, and for which no waiver had been obtained or which were pending beyond the period covered by a waiver.

Line 17—*Clearance Requests Pending—Total Pending.* The sum of Lines 13, 14, 15 and 16. This total must agree with Line 7.

Line 18—*Residual Cost—60 Day Items—Within Waiver.* The approximate cost of items not yet removed included in clearance requests (Line 15) which had been pending for more than 60 days but not beyond the period covered by a waiver. For Government-owned plant equipment, the cost F. O. B. Manufacturer will be used for this purpose.

Line 19—*Residual Cost—60 Day Items—Beyond Waiver.* The approximate cost of inventory not yet removed included in clearance requests (Line 16), which had been pending for more than 60 days and for which no waiver was obtained, or which were pending beyond the period covered by a waiver. For Government-owned equipment, the F. O. B. cost will be used.

Line 20—*Residual Cost—Total 60 Day Residual Cost.* The sum of Lines 18 and 19. This represents the approximate cost of inventory not yet removed included in all clearance requests which had been pending over 60 days.

(b) In preparing the War Department report, the following definitions will apply.

(1) *Contractor inventory.* Termination inventory and property to which termination inventory procedures are applicable (paragraph 400.2) but excluding Government-owned plant equipment.

(2) *Government-owned plant equipment.* Government-owned machinery, tools, equipment and readily severable

facilities to which plant clearance policies as to Government-owned facilities (paragraph 861) are applicable.

(3) *Clearance requests.* A listing by prime contractor or subcontractor of specific items of property to be removed from his plant unless otherwise disposed of. In the case of Government-owned plant equipment, this is the removal schedule. Purchase schedules will not be considered as clearance requests. Items submitted on purchase schedules which are disapproved by the contracting officer will be picked up when the removal schedule covering these items is presented.

(4) *Clearance request completed.* Removal from the plant of the contractor or subcontractor concerned of the last item of inventory included in a clearance request. For this purpose, removal is effected by physical removal by the Government (or issuance of shipping instructions), approval of retention of inventory by the contractor or subcontractor, approval of sale by a contractor or subcontractor to a third party, execution of a storage agreement between the Government and the contractor or subcontractor, or on the physical removal (after 60 days and after the expiration of the notice period) by the prime contractor or subcontractor to another location for storage at Government expense. In the cases where the contractor or subcontractor moves termination inventory to another location for storage at own expense, clearance is not achieved until one of the above defined actions is completed.

(5) *Waiver.* Execution of a written agreement between the prime contractor or subcontractor and the contracting officer to extend the 60 day clearance period.

(c) In preparing the Navy Department report, the line entries shall be made in accordance with the definitions and instructions that accompany Form OCS-R6. [JTR 897.3]

§ 848.897-4 *Supporting list.* In both the War and Navy Department, the plant clearance report will be supported by a list of clearance requests which, at the end of the month, had been pending for more than 60 days. As to each such request, the following information will be submitted:

- (1) Name and address of contractor.
- (2) Contract number if request is from a prime contractor.
- (3) Name and address of prime contractor, and number of prime contract (if request is from a subcontractor).
- (4) Approximate cost of property not yet removed.
- (5) Reason for delay.
- (6) Action being taken to complete clearance.
- (7) Expiration date of waiver, if waiver obtained. [JTR 897.4]

§ 848.898 *Report on consolidated termination and company-wide settlement programs.* [JTR 898]

§ 848.898-1 *General description.* (a) In the War Department this report will summarize Governmental action during the month as to terminated war con-

tracts held by contractors assigned to a designated office under the consolidated termination program.

(b) In the Navy Department this report will summarize Governmental action during the month as to terminated war contracts held by contractors assigned to a designated office under the consolidated termination program, or to a designated officer for company-wide settlement. [JTR 898.1]

§ 848.898-2 *Form.* (a) In the War Department, this report will be submitted on W. D., A. G. O. Form No. 436, Control Approval Symbol RCC 18. Instructions for completing this form are set forth in ASF Circular No. 105, 1945, and Army Air Forces ATSC letter of 28 March 1945.

(b) In the Navy Department, present instructions apply. The instructions as to a progress report or property disposal are set forth in OP&M letter to NMR&DA dated 19 February 1945, the contents of which were forwarded to MRDO's by NMR&DA circular letter 47-45. Reports covering accounting reviews shall continue to be furnished by Cost Inspection Service. [JTR 898.2]

PART 849—FORMS AND INSTRUCTIONS

SUBPART D—FORMS RELATING TO TERMINATION NOTICE AND INSTRUCTIONS

1. Section 849.941-1, is amended to read as follows:

§ 849.941-1 *Telegraphic notice to fixed-price prime contractors.* The following form of notice will be used in accordance with § 842.243.

XYZ CORPORATION
New York, New York

Your contract No. _____ is hereby terminated effective [Here insert "Immediately" or "On _____ 194__" (inserting the date), or "As soon as you have delivered thereunder including previous deliveries the following items" (listing items), or "On _____ 194__, on which date you will reduce delivery rate as follows" (inserting instructions as to reduced rate of delivery).] Immediately stop all work. Terminate subcontracts and place no further orders except to extent [Here insert, if applicable, "Necessary to perform any portion thereof not terminated hereby or"] that you or a subcontractor wish to retain and continue for own account any work in process or other materials. Telegraph similar instructions to all subcontractors and suppliers. If this termination will result in release of labor, facilities, or production tools, you are requested to notify contracting officer named below [In the case of the Navy, substitute "Your cognizant inspector"] immediately and cooperate with him in arranging meeting with WPB and WMC. Letter and instructions follow.

Captain JOHN DOE,
Contracting Officer.

[JTR 941.1]

2. In § 849.942-1, paragraphs 1 and 4 of the notice form are amended to read as follows:

§ 849.942-1 *Letter termination notice to prime contractors under fixed-price (lump sum) supply or construction contracts.* * * *

1. *Effective date of termination.* You are notified that your Contract No. _____ (hereinafter sometimes referred to as "the

Contract") is hereby terminated [in part] for the convenience of the Government. Such termination will be effective:

[Here insert either "Immediately upon your receipt of this Notice" or "On _____, 194__" (inserting the date), or "as soon as you have delivered under the Contract the following number of each of the items listed below, including those heretofore delivered, to wit: _____" or "On _____, 194__, on which date you are hereby directed to reduce the rate of delivery under the Contract as follows:" (here insert instructions as to reduced rate of delivery).] If this termination will result in a release of labor, facilities, or production tools, you are requested to notify the Contracting Officer named below [In the case of the Navy, substitute "your cognizant inspector"] immediately and cooperate with him in arranging a meeting with representatives of the War Production Board and the War Manpower Commission.

4. *Completed articles.* Acceptable completed articles which have been shipped prior to the effective date of termination, and such other completed articles as are accepted and delivered after the effective date of termination in accordance with directions of the Contracting Officer, will be treated for all purposes as articles delivered under the contract. The termination notice will be appropriately amended, whenever necessary, to reinstate such completed articles in the unexpired portion of the contract. You will, therefore, invoice such completed articles under the contract in the usual way and not include them in your termination inventory. All other completed articles will be included in your termination inventory. You will be advised by the service or bureau (in the Navy by your cognizant Navy material inspector) as to what completed articles, if any, will be accepted for delivery under the contract.

3. In § 849.944-2 the first paragraph of the notice form is amended to read as follows:

§ 849.944-2 *Letter termination notice for use by prime contractors in terminating fixed-price (lump sum) supply subcontracts.* * * *

[At the top of the Notice set out all special details relating to the particular termination: e. g., name and address of company, contract number of terminated prime contract, contract number or other designation of terminated subcontract, service or bureau involved, name and address of contracting officer administering prime contract, etc.]

SUBPART E—FORMS RELATING TO INTERIM FINANCING

In the form in § 849.955 paragraphs (4), (6) and (7) are amended to read as follows:

§ 849.955 *Form of agreement for subcontractors' payment fund.*

(4) *Use of funds.* The Contractor shall, subject to the provisions of paragraph (5) and (6) hereof, use the funds in the special account to make prompt partial and final payments on account of the termination claims

¹ The language within the brackets is designed principally for supply contracts. In the case of construction contracts, the following alternative language is recommended:

[Here insert either "Immediately upon your receipt of this Notice" or "On _____, 194__" (inserting the date), or "as soon as you have completed the following work:" (here state the work to be completed).]

of subcontractors under such of the Contractor's war contracts as are prime contracts with the War Department and the Navy Department or with any other Government agency which has delegated authority to settle the Contractor's war contracts to the War and Navy Department, or are subcontracts under prime contracts with such contracting agencies; provided that the Contractor shall not be required to use the funds in the special account to make partial or final payments on account of the termination claim of a subcontractor, with respect to which the Contractor will not have a termination claim. The Contractor shall make partial payments from the special account only (i) upon specific approval of subcontractors' applications therefor by a properly authorized Government representative or (ii) pursuant to authority delegated by the Government to the Contractor to make such partial payments without such approval and shall make final payments from the special account only upon settlements which have been (i) approved by a properly authorized Government representative or (ii) made pursuant to authority delegated by the Government to the Contractor. The Contractor shall not use the funds in the special account for any other purpose unless specifically authorized by the Financial Contracting Officer.

(6) *Reimbursement of fund.* On or before the tenth day of each quarter the Contractor shall, unless otherwise authorized by the Administrative Officer, submit partial payment applications, pursuant to the procedures set forth in the Joint Termination Regulation of the War and Navy Departments, covering all payments made by the Contractor from the special account during the preceding quarter and not included in any settlement proposal theretofore submitted. An amount equal to all payments received pursuant to such applications, together with any amounts received by or credited to the Contractor upon partial or final settlements representing payments from the special account on account of subcontractors' claims, shall promptly upon such receipt or credit be deposited by the Contractor in the special account. If the Contractor uses the funds in the special account to make a partial or final payment on the termination claim of a subcontractor on account of which the Contractor will not have a termination claim, the Contractor shall reimburse the special account for such payment on or before the tenth day of the quarter following the quarter in which it is determined that the Contractor will not have a termination claim.

(7) *Repayment of fund.* The Contractor may at any time repay to the Government all or any part of the amounts paid to the Contractor by the Government under paragraph (2) hereof. The Government may at any time, immediately after notice to the Contractor, withdraw all or any part of the balance in the special account by check payable to the Treasurer of the United States and signed solely by the Administrative Officer, the amounts so withdrawn to be applied against the Contractor's obligation to repay to the Government the amounts paid to the Contractor under paragraph (2) hereof. Upon final and conclusive settlement of all of the Contractor's prime contracts and subcontracts with respect to which the Contractor has made payments from the special account, or within three years after the date of this agreement, whichever is earlier, the Contractor shall repay to the Government all amounts paid to the Contractor by the Government under paragraph (2) hereof and not theretofore repaid. The Contractor shall have the right to set off against its obligations to make such repayment any and all amounts due to the Contractor from the Government on account of any payment made from the special account.

SUBPART C—FORMS RELATING TO PROPERTY DISPOSITION

Sections 849.974 and 849.974-1 are amended to read as follows:

§ 849.974 Forms relating to removal of plant equipment held under facilities contracts. [JTR 974]

NOTE: Forms printed in the FEDERAL REGISTER are for information only and do not follow the exact format prescribed by the issuing agency.

Form approved Budget Bureau No. 17-R022

(Read instructions below)

APPLICATION FOR DISPOSITION OF PLANT EQUIPMENT¹

For Use by Facilities Contractor or Subcontractor in Possession Seeking Purchase or Removal of Government-Owned Plant Equipment

(Owning Government Agency)

This application applies to (check one):

☐ A prime facilities contract with Government, or

☐ Subcontract identified as _____ with _____

(Contractor)

This is application No. _____ and is for ☐ partial or ☐ complete disposition. (Check one.)

(City) _____ (Zone) _____ (State) _____ (Date of Application) _____ (Date Rec'd by Govt.) _____

1. Application is hereby made for the disposition of Government-owned plant equipment provided under the captioned facilities contract (or subcontract) on the basis proposed by the following supporting schedules:

(a) Purchase schedule, sheets _____ thru _____ attached, describing items which we desire to purchase.

(b) Removal schedule, sheets _____ thru _____ attached, describing items of plant equipment which we request be removed, pursuant to section 12 (a) of the Contract Settlement Act of 1944 and regulations issued thereunder. Any option rights which we may have to purchase any of the items described on the removal schedule and any other rights in and to said items, except rights of removal, are hereby waived. Exhibit A, attached, sets forth: (1) the extent to which these items can be dismantled and prepared by us for shipment or storage, (2) the amount of space required to store the items, (3) the amount of adequate storage space available at our plant therefor, and (4) the use for which we require the space now occupied by the items to be removed.

2. It is hereby certified that encl. item listed on the removal schedule which is marked O1 or O2 in column 5 has been inspected by one of our authorized representatives and, except as stated on attached Exhibit B, in our judgment, is operating or is capable of operating, within established tolerances, on the operation for which it was originally procured, or on operations for which it was designed. This certification to the owning agency is not a representation or warranty to prospective purchasers or others.

(Applicant)

By _____ (Authorized Representative and Title)

(To be completed by Facilities Contractor if Applicant is a Subcontractor) _____ (Date)

The undersigned hereby waives all of its rights under the captioned facilities contract to acquire or use the items set forth on the attached purchase schedule or removal schedule except items set forth in Exhibit I attached which it desires to purchase under its option rights in the captioned facilities contract.

By _____ (Facilities Contractor) _____ (Authorized Representative and Title)

GENERAL INSTRUCTIONS

1. This Form is prescribed by the Director of Contract Settlement under the Contract Settlement Act of 1944 for use by facilities contractors and subcontractors in making application for the disposition of Government-owned machinery, tools and equipment (referred to herein as "plant equipment") no longer required for the performance of war contracts. The form and the supporting schedules may be used for other purposes in connection with the disposition of plant equipment or for any purpose in connection with the disposition of facilities other than plant equipment to the extent authorized by the owning agency. The Form has been made uniform for all Departments and Agencies of the United States Government in order to facilitate preparation and review of applications and to expedite plant clearance. Prompt action upon contractors' applications is dependent upon preparation of the supporting schedules accurately and completely in accordance with these instructions.

2. This Application may be submitted with respect to all or any part of the plant equipment in a contractor's plant, and will be accompanied by a purchase schedule and/or a removal schedule. However, in the interests of sound administration, contractors should not make repeated submissions covering minor amounts of plant equipment.

3. Forms may be obtained from any owning agency. Reproduction of the Form is authorized, but no change in arrangement or size (other than omission of the instructions) may be made without the approval of the owning agency. With the approval of the owning agency, the format of the supporting schedules may be varied, or existing listings of plant equipment may be used in lieu of the supporting schedules, provided no essential information is omitted. However, a contractor receiving such approval may not require his subcontractors to submit their supporting schedules on other than the prescribed standard forms. In order to avoid unnecessary labor you should consult the authorized representative of the owning agency before preparing the supporting schedule or exhibits.

4. This application should be submitted to the authorized representatives of the owning agency if you hold the plant equipment under a facilities contract, lease or similar arrangement made directly with the owning agency; or, if you are a subcontractor, to the facilities contractor with whom your arrangements for the use of the equipment were made. The owning agency will advise as to the number of copies of the Form required.

INSTRUCTIONS FOR SUPPORTING SCHEDULES

1. Supporting schedules (purchase schedule and removal schedule) may be obtained from any owning agency or may be prepared in the following form on 8 1/2" x 11" pages, with headings running across the 11" side:

Form Approved Budget Bureau No. 17-R022

Form 5a—Office of Contract Settlement
SUPPORTING SCHEDULES: APPLICATION FOR DISPOSITION OF PLANT EQUIPMENT
(See Instructions on Office of Contract Settlement Form 5)

(Applicant)		(Equipment Location)		(Govt. Prime Facility Contract No.)		(Subcontract Identification)			
Item No.	Description	Quantity	Government Inventory Tag No.	Condition of Use	Period of Use	F. O. B. Mfr.	Total in Place	Cost	(See Inst.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	

Form 5a—Office of Contract Settlement
SUPPORTING SCHEDULES: APPLICATION FOR DISPOSITION OF PLANT EQUIPMENT
(See Instructions on Office of Contract Settlement Form 5)

Application Number _____

This schedule is a (check one):
☐ Purchase schedule
☐ Removal schedule

¹ Specimen form. The form may be obtained from any Government contracting agency and the larger war contractors, or from the Readjustment Distribution Center, 90 Church Street, New York 7, N. Y.

2. If any government-owned accessories or spare parts were acquired under a contract other than the contract to which the supporting schedule applies, list such accessories and spare parts on a separate schedule showing appropriate contract number and a cross reference to the item for which such accessories and spare parts were purchased. If the contracts are with different owning agencies separate applications are required in addition to the separate schedule.

3. Use a separate page for plant equipment located at geographically separated plants.

4. Number each page of supporting schedules in space provided, using only one series of numbers beginning with "1".

5. Show total cost in Columns 7 and 8 at the foot of each sheet and at the end of each supporting schedule.

6. Column instructions:

Column 1—Item number. Enter consecutive numbers for each item listed starting with "1" on each page.

Column 2—Description. Description shall be furnished in accordance with the "Handbook of Standards for Describing Surplus Property", unless otherwise instructed by the owning agency. If records or schedules, copies of which can be made available to the owning agency, adequately describe the items to the satisfaction of the owning agency, they may be used in lieu of furnishing the description required on the above form: *Provided, however*, That Column 2 includes a clear reference to the respective listings on such records or schedules. In any event, descriptive data shall be kept to a minimum consistent with the needs of the owning agency for the information in ascertaining losses and discharging accountability, effecting sales, and reporting to disposal agencies.

Column 3—Quantity. Enter number of units.

Column 4—Government inventory tag numbers. Where items are grouped, indicate all tag numbers involved.

Column 5—Present condition. Use following code to report present condition of each item:

O1. Excellent—no repairs required.

O2. Good—no repairs required.

R3. Fair—repairs required.

R4. Poor—repairs required.

X—Items of no further value for use as originally intended but of possible value other than as scrap.

S—Scrap.

Column 6—Period of use. Indicate whether item was new (N) or used (U) when acquired and the period of actual use by the applicant, e. g.:

N 8/40) Item new when acquired.

10/45) In use from August 1940 to October 1945.

U 8/41) Item used when acquired.

2/46) In use from August 1941 to February 1946.

Column 7—Cost f. o. b. manufacturer. Show cost f. o. b. manufacturer to the nearest dollar for all items, including standard accessories and electrical equipment.

Column 8—Cost in place. Entries in this column shall be made to the extent and on the basis required by the owning agency.

Column 9—This column may be used on purchase schedules to indicate specific price offers. If the contractor desires to indicate generally his basis for negotiations or to submit any additional data, he may do so by means of an exhibit attached to the schedule.

[JTR 974.1]

SUBPART H—FORMS RELATING TO SETTLEMENT

1. Paragraph (c) (2) of Article 4 in § 849.981-1 is amended to read as follows:

§ 849.981-1 *Settlement agreement for use in settling fixed-price prime contracts after complete termination.* * * *

ART. 4. * * *

(c) * * *

(2) All rights and liabilities of the parties arising under the Contract articles, if any, or otherwise which relate to reproduction rights, patent infringements, inventions, applications for patent and patents, including rights to assignments, invention reports and licenses, covenants of indemnity against patent risks and bonds for patent indemnity obligations, together with all rights and liabilities under any such bond.

2. Paragraph (2) of Article 2 in § 849.981-3 is amended to read as follows:

§ 849.981-3 *No-cost settlement agreement for use in settling fixed-price prime contracts after complete termination where contractor presents no claim.* * * *

ART. 2. * * *

(2) All rights and liabilities of the parties arising under the Contract articles, if any, or otherwise, which relate to reproduction rights, patent infringements, inventions, applications for patent and patents, including rights to assignments, invention reports and licenses, covenants of indemnity against pat-

ent risks and bonds for patent indemnity obligations, together with all rights and liabilities under any such bond.

3. In § 849.983-1 the introductory text, paragraph (c) (5) of Article 4 and paragraphs (3) and (4) of Article 5 are amended to read as follows:

§ 849.983-1 *Settlement agreement for use in settling cost-plus-a-fixed-fee prime contracts after complete termination.* The following form is designed for a negotiated settlement, under § 845.560 and following, after complete termination. In using it for partial final settlements, appropriate changes should be made.

ART. 4. * * *

(c) * * *

(5) All rights and liabilities of the parties arising under the Contract articles, if any, or otherwise which relate to reproduction rights, patent infringements, inventions, applications for patent and patents, including rights to assignments, invention reports and licenses, covenants of indemnity against patent risks and bonds for patent indemnity obligations, together with all rights and liabilities under any such bond.

ART. 5. * * *

(3) The Contractor shall promptly notify the Contracting Officer of any claims of the type described in subparagraph (3) of Article 4 which are asserted subsequent to the execution of this Agreement. In the event of the assertion of any such claim against

the Contractor, he shall, if requested by the Contracting Officer, promptly and diligently proceed in good faith to assemble all data and information relative to such claim. The expenses incurred by the Contractor in the performance of this duty shall be reimbursable under the Contract.

(4) If the Contracting Officer shall determine that the best interests of the Government require that the Contractor initiate or defend litigation in connection with claims of third parties arising under the Contract or by virtue of its termination, the Contractor will proceed with such litigation in good faith and the costs and expenses of such litigation, including judgments and court costs, allowances rendered or awarded in connection with suits for wages, overtime or salaries, and other items, and reasonable attorneys' fees for private counsel when the Government does not furnish Government counsel, shall be reimbursable under the Contract. The term "litigation" shall include suits at law or in equity and proceedings before any Governmental agency having jurisdiction over the claim.

4. Sections 849.986 to 849.986-4 are amended to read as follows:

§ 849.986 *Forms relating to direct settlement on a company-wide basis.* [JTR 986]

§ 849.986-1 *Master agreement for company-wide settlement.* The following form of agreement will be used in accordance with § 848.854:

This Master Agreement for Company-wide Settlement, entered into pursuant to authority contained in the Contract Settlement Act of 1944, this _____ day of _____, 1945, between the United States of America (hereinafter called "the Government"), represented by the Contracting Officer executing this contract and _____ a corporation organized and existing under the laws of _____ and having its principal offices at _____ (hereinafter called "the Contractor");

Witnesseth that:

Whereas, the Contractor has entered, and may enter, into prime contracts with various contracting agencies of the Government and subcontracts with other prime contractors and subcontractors (including purchase orders, letter contracts, and letters of intent, all of which are hereinafter called "war contracts"), and

Whereas, all of such war contracts are directly or indirectly subject to termination at the option of the Government; and

Whereas, pursuant to Regulation No. 16 of the Office of Contract Settlement, the Contractor has applied to have its claims resulting from the termination of its war contracts settled directly by the Government on a company-wide basis and such application has been granted by the Office of Contract Settlement; and

Whereas, the chief of [insert service, bureau, or office] hereinafter called the "designated officer" (which term also includes any duly authorized representative of such chief) has been authorized pursuant to Subpart E of Part 848 of the Joint Termination Regulation to settle directly termination claims of the Contractor on behalf of the War Department and the Navy Department [and—insert any other contracting agencies];

Now, therefore, the parties do mutually agree as follows:

ARTICLE 1. *Applicable statute.* This Agreement shall be construed and administered in the light of, consistently with, and for the purpose of carrying out the provisions and policies of the Contract Settlement Act of 1944 (hereinafter called the "act"). All terms herein which are defined in the act shall be construed in accordance with such

definitions unless the context clearly requires otherwise.

ART. 2. Scope of company-wide settlement. This Agreement shall govern the settlement of all termination claims of the Contractor arising under prime contracts of the War Department or the Navy Department [or other contracting agencies] or subcontracts of any tier under prime contracts of the War Department or the Navy Department [or other contracting agencies] which subcontracts have been terminated as a result of the modification or termination of a prime contract for the convenience or at the option of the Government, or under other circumstances which require the Government to bear the cost of settling them, as to which notices of termination shall be received by the Contractor after the date of this Agreement, except such claims as may be excluded from its scope pursuant to Article 3 hereof. It shall also govern the settlement of all termination claims of the Contractor under any such war contracts as to which notices of termination have been received prior to the date of this Agreement which the parties may mutually agree to have governed hereby. The Contractor agrees that it will not submit any termination claim governed by this Agreement to a contracting officer of the Government other than the designated officer, and that it will not seek payment of any such claim from another war contractor, unless that claim has been excluded from the scope of this Agreement. The Contractor agrees that it will not include in any termination claim to be settled hereunder any request for payment on account of completed articles delivered to the purchaser under a war contract prior to the termination thereof or which are to be delivered to the purchaser in accordance with the notice of termination.

ART. 3. Exclusion of claims. The Contractor, within fifteen days after receipt of a notice of termination of any prime contract, or of any subcontract on account of which it intends to file a termination claim, will furnish a copy or abstract of such notice of termination to the designated officer. Any termination claim of the Contractor may be excluded from the scope of this Agreement at the option of the Government, but such option may not be exercised later than 30 days (or such longer period as the parties may agree) after submission to the designated officer of notice that the contract has been terminated. The Government will exercise its option to exclude claims from the scope of this Agreement only where it determines that (a) such exclusion is required in the interest of continued war production, or (b) the contract is of such complexity or special character that expeditious and fair settlement of the claim will not be advanced by settlement under this Agreement, or (c) that some other substantial reason makes such exclusion advisable.

ART. 4. Basis of settlement. (a) The Contractor agrees that it will promptly and diligently prepare and file its settlement proposals on the prescribed forms, or enter into no-cost termination settlement agreements, in accordance with applicable regulations. Each war contract of the Contractor that is to be settled under the terms of this Agreement shall be treated, for the purposes of such settlement and of payment thereunder, as though it were a prime contract of the [insert service, bureau, or office, of the designated officer].

(b) The rights and obligations of the parties under fixed price war contracts to be settled under this agreement will be those set forth in the Uniform Termination Article for fixed price supply prime contracts contained in JTR 981. That Article shall be deemed to be included in each fixed price war contract held by the Contractor for the purpose of settling, under the terms of this Agreement, termination claims under that war contract. For this purpose, paragraph

(d) (2) of that Article, which is to be applied in case the parties fail to reach a settlement by negotiation, shall be deemed to provide for payment of profit to the Contractor in the amount of 2% of the cost of articles and materials not processed by the Contractor, plus 8% of the remaining costs of work terminated upon which a profit may be based, but not to exceed the limitation of 6% on the total, imposed by that Article.

(c) The rights and obligations of the parties under cost-plus-a-fixed-fee contracts to be settled pursuant to this Agreement will be those set forth in the Uniform Termination Article for cost-plus-a-fixed-fee prime contracts contained in § 849.932, applying the appropriate Navy Department form to Navy contracts and the War Department form to Army contracts. That Article will be deemed to be included in each cost-plus-a-fixed-fee war contract held by the Contractor for the purpose of settling, under the terms of this Agreement, the termination claims under that war contract.

(d) The Government hereby accepts responsibility for settling and paying directly to the Contractor all termination claims governed by this Agreement, except such claims as may be excluded from its scope pursuant to Article 3 hereof. Upon the payment of any claim hereunder, the Contractor will either release the Government and the war contractor liable to the Contractor from liability on account of such claim, or, at the option of the Government, assign such claim to the Government. The Contractor hereby acknowledges written notice of the acceptance of responsibility by the Government for settling all claims hereunder, and of the conditions applicable thereto. The Contractor waives all the other and future notices that it otherwise might be entitled to receive under section 7 (d) of the act and consents to such acceptance of responsibility by the Government.

(e) The Contractor will notify the designated officer of any and all assignments by the Contractor of monies payable on account of termination claims due or to become due under its contracts.

(f) Payments on account of termination claims to be settled under this Agreement shall be made by the Government only on the basis of vouchers or invoices supported by final settlement agreements, determinations of amounts due where the parties fail to agree, or arrangements for interim financing.

ART. 5. Settlements with and payments to subcontractors. The Contractor agrees that it will make all reasonable efforts to bring about the prompt settlement and payment of the claims of its subcontractors (including suppliers) arising out of the termination of subcontracts (including purchase orders) under the terminated war contracts of the contractor. In furtherance of this undertaking, and without limiting the generality thereof, the Contractor agrees that it will:

(a) Promptly make such reviews of the termination claims of its subcontractors as are required or are considered desirable, undertake to negotiate the settlement of such claims, and process them in accordance with applicable regulations and directives;

(b) Accept and exercise diligently and in good faith any authority, existing under any statute, regulation or special authorization from a contracting agency, (i) to settle finally the termination claims of its subcontractors, (ii) to take action with respect to termination inventories of such subcontractors, or (iii) to make partial payments to such subcontractors;

(c) Make partial payments to such subcontractors within 30 days after receipt of proper application therefor in all cases in which the contractor is entitled, under section 9 (b) of the act, to receive payment or credit from the Government in the full amount of such payment; and in all other

cases take appropriate action under applicable regulations on each such application for a partial payment within 5 days after receipt thereof;

(d) When directed by the Contracting Officer, make application for a loan or partial payment to set up a fund from which partial and final payments may be made to its subcontractors; and

(e) Pay or credit to each such subcontractor the amount determined to be due on account of each termination claim that is finally settled, within 10 days after receipt of payment on account thereof.

ART. 6. Officials not to benefit. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ART. 7. Covenant against contingent fees. The Contractor warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or in its discretion, to deduct from any sum which may become payable hereunder the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

ART. 8. Anti-discrimination. The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin.

ART. 9. Termination. This Agreement may be terminated by either party by delivery of written notice of such termination to the other, specifying the effective date of such termination, which shall not be earlier than 30 days after the date of delivery of such notice; provided that, unless otherwise mutually agreeable, no such termination shall affect the administration of any termination with respect to which a settlement proposal has been submitted by the Contractor to the designated officer, all of which terminations shall be concluded in the same manner and to the same effect as if this Agreement had not been so terminated. In the event, however, that the Contractor shall file a petition in bankruptcy, or be adjudged a bankrupt, or commit an act of bankruptcy, or make a general assignment for the benefit of its creditors, or a receiver shall be appointed for all or substantially all the assets of the Contractor, then, in any such case, the Government may, at its option, forthwith terminate this Agreement and any or all settlement negotiations or proceedings then pending hereunder.

In Witness Whereof _____, etc.

[JTR 986.1]

§ 849.986-2 Form of notice to contracting officer under applicable prime contract. The following form will be used in accordance with § 848.855-4:

To: Contracting Officer
Bureau or Procurement District
Subject: Direct settlement of contract termination charges of _____

1. Pursuant to Subpart E of Part 848 of the Joint Termination Regulation, the undersigned contracting officer is engaged in the direct settlement on a company-wide basis of the termination claims of _____ (hereinafter called the "assigned contractor"), arising under its terminated prime

contracts with the War Department or the Navy Department, and under its terminated subcontracts under any terminated or modified prime contracts with the War Department or the Navy Department. Among these claims may be a charge against ----- based on a termination (dated -----) of Contract (Purchase Order) No. -----, of which the assigned contractor received notice on ----- which termination is claimed to have resulted from the termination or modification of Contract No. ----- issued by your office to -----

2. Any claim of the assigned contractor resulting from the above mentioned termination will be settled directly by the undersigned unless it is determined by the undersigned that it should be excluded from company-wide settlement (a) in the interest of continued war production, or (b) by reason of the complexity or special character of the contract, or (c) for some other substantial reason. In the event you consider that this claim should be excluded from company-wide settlement, you should notify the undersigned within 15 days from the receipt of this letter, stating your reasons therefor.

3. In the event you consider that this claim should not be excluded, you are requested to furnish the following information within 15 days from receipt of this letter.

a. A copy of the notice of termination or modification of the prime contract. (Omit where the termination claim is for the termination of a prime contract.)

b. Whether or not, to your knowledge, there is any assignment of the amounts due under the terminated contract (purchase order) of the assigned contractor, and, if so, the name and address of the assignee.

c. Any information you have as to any rights of set-off which the Government may have against the assigned contractor, including rights arising out of advance payments, progress or partial payments or guaranteed loans.

d. Such other relevant information as may assist the undersigned in negotiating a settlement of the claim.

4. The undersigned will deliver at your request any items of termination inventory which the assigned contractor may have: *Provided*, That you furnish adequate shipping instructions: *And provided*, That such items have not previously been disposed of.

5. The accounting and property disposal representatives of the undersigned will immediately begin work in connection with the above mentioned termination claim.

Contracting Officer

[JTR 986.2]

§ 849.986-3 *Form of notice to customer.* The following form will be used in accordance with § 848.855-6:

(Appropriate changes should be made in this form if it is sent by the contractor with the indorsement of the designated officer.)

ABC CORPORATION

GENTLEMEN: Pursuant to section 7 (c) of the Contract Settlement Act of 1944 and Subpart E of Part 848 of the Joint Termination Regulation, the United States of America, acting through the undersigned contracting officer is undertaking to settle directly the termination claim of ----- resulting from the termination by you of that contractor's subcontract (purchase order) under Government Contract No. ----- That contractor has consented to have its claim settled directly by the Government and the Government recognizes its liability for the settlement of that claim: *Provided*, That the terminated subcontract (purchase order) is allocable to the terminated or modified

portion of a Government prime contract or that other circumstances require the Government to bear the cost of settling that claim. Unless you are notified to the contrary by the undersigned, you are relieved of your obligation to negotiate a settlement of that contractor's termination claim and you should make no payment to that contractor on account of that contractor's termination claim or make any provision for payment thereof in any application for compensation for the termination of your contract (subcontract or purchase order).

The termination claim of the above named contractor will not include any charge for completed items delivered to you, or shipped to you but not received, prior to the termination of the above subcontract (purchase or

der), or thereafter in accordance with the notice of termination. You remain liable to pay for any such completed items. It will also remain your responsibility to furnish the Government and the above named contractor with any information and assistance necessary for the verification of the termination charges of that contractor and in determining their allocability to the prime contract.

Very truly yours,

Contracting Officer

[JTR 986.3]

§ 849.986-4 *Certificate of allocability.* The following form will be used in accordance with § 848.855-8:

Certificate of Allocability

The undersigned hereby certifies:

(a) That it received the following war contract from -----⁽¹⁾ ----- which has been terminated or modified as follows:

Buyer's contract No.	Date of order	Date of termination or modification	Quantity involved	Number of ² applicable prime contracts	Government office in charge of applicable prime contract

(b) That for the purpose of performing the foregoing war contract, the undersigned placed a subcontract with -----⁽²⁾ ----- which it has terminated by reason of the above described termination or modification as follows:

Contract Number of undersigned	Date of order	Date of termination	Quantity terminated

(c) That the stated quantity terminated under the subcontract placed with -----⁽³⁾ ----- by the undersigned is properly allocable to the terminated portion of the war contract described in (a) above.

Dated at ----- this ----- day of -----, 1945.

By -----⁽⁴⁾ -----
Title

¹ Name of buyer from contractor executing certificate.

² Omit where contract listed is a prime contract.

³ Name of seller to contractor executing certificate.

⁴ Name of contractor executing certificate.

[JTR 986.4]

5. Section 849.988-2 is amended to read as follows:

§ 849.988-2 *Notice to subcontractor under section 7 (d) of act when Government undertakes to negotiate or determine amount due on termination claim.* The following form will be used in accordance with § 846.663-2 (a) when the contracting officer undertakes to negotiate or determine the amount due on account of the termination claim of a subcontractor, and to make payment of such amount to the subcontractor.

XYZ CORPORATION.

GENTLEMEN: Pursuant to section 7 (d) of the Contract Settlement Act of 1944, the United States of America, acting through the undersigned contracting officer, proposes to settle directly the termination claim which you have filed with ----- arising out of the termination of the subcontract (purchase order) for war production No. -----, which subcontract (purchase order) is apparently allocable to Government Contract No. -----.

The Government will accept responsibility for settling this claim to the extent that it is allocable to the aforementioned Government contract on condition that you agree:

a. That the claim will be settled on the basis of the principles set forth in the Uniform Termination Article for use in Fixed-Price Supply Contracts (Joint Termination Regulation, § 849.931), in the same manner as if your claim arose under a prime contract

with the Government containing that article;¹

b. That upon the final settlement of your claim, by agreement or otherwise, you will, at the option of the Government, either (i) assign to the Government the claim against your purchaser resulting from the termination of your subcontract, or (ii) release your purchaser and the Government from all liability on account of the termination of your subcontract; and that you will execute such document or documents as a contracting officer of the Government may request to effect such assignment or release.

This assumption of liability relates only to your claim for compensation for the termination of your subcontract, and does not include any claim which you may have for completed articles delivered to your purchaser prior to the termination of your subcontract or thereafter in accordance with the notice of termination, or any other claim which you may have against your purchaser under the subcontract.

If you sign and return the consent set forth below, the Government shall become liable for the settlement of your claim on the foregoing conditions.

Very truly yours,

Contracting Officer

¹ The contracting officer may omit condition a. or substitute therefor any other authorized basis of settlement that he considers reasonable under the circumstances. He may also add other conditions that he considers appropriate.

Captain JOHN DOE,
Contracting Officer.

The undersigned subcontractor under Government Contract No. _____ consents to the direct settlement by the Government of its claim against _____ resulting from the termination of Contract (Purchase Order) No. _____ upon the conditions set forth in the foregoing letter.

(Subcontractor)

[JTR 988.2]

6. Section 849.988-3 is redesignated 849.988-4 and a new § 849.988-3 is added as follows:

§ 849.988-3 *Notice to subcontractor under section 7 (d) of act where Government adopts settlement previously made with subcontractor.* The following form will be used in accordance with § 846.663-2 (a) when the contracting officer adopts a settlement previously made by the higher tier war contractor with the subcontractor and assumes to make payment of the amount due thereon.

XYZ CORPORATION

GENTLEMEN: Pursuant to section 7 (d) of the Contract Settlement Act of 1944, the United States of America, acting through the undersigned contracting officer, proposes to adopt and assume the settlement of the termination claim which you have filed with _____ arising out of the termination of the subcontract (purchase order) for war production No. _____ under Government contract No. _____.

The Government will accept responsibility for direct payment to you of the sum of \$_____ in full and complete settlement of your claim for compensation for the termination of this subcontract, including all interest to which you are entitled under the Contract Settlement Act, on condition that you sign and return the consent and [assignment] set forth below.
release

The said sum of \$_____ represents solely your claim for compensation for the termination of your subcontract and does not include any claim for completed articles delivered to your purchaser prior to the termination of your subcontract or thereafter in accordance with the notice of termination, or any other claim which you may have against your purchaser under the subcontract.

Very truly yours,

Contracting Officer

Captain JOHN DOE,
Contracting Officer.

The undersigned subcontractor under Government Contract No. _____ consents to the direct settlement and payment by the Government of the sum of \$_____ in full and complete settlement of its claim against _____ for compensation for the termination of Contract No. _____.

(In consideration of the payment of said sum of \$_____, the undersigned subcontractor hereby releases the Government and _____ from all liability on account of the termination of its subcontract.)

(In consideration of the payment of said sum of \$_____ the undersigned subcontractor does hereby assign, transfer and set over to the United States of America all its rights and claims against _____ under said subcontract and under the Contract Settlement Act of 1944 resulting from the termination of said subcontract.)

(Subcontractor)

[JTR 988.3]

7. In § 849.988-4 (formerly § 849.988-3) the headnote and introductory text are amended to read as follows:

§ 849.988.4 *Notice to immediate purchaser of proposed direct settlement of termination claim of subcontractor.* The following form will be used in accordance with § 846.663-2 (b) when the contracting officer undertakes to negotiate or determine the amount due on account of the termination claim of a subcontractor and to make payment of such amount to the subcontractor.

8. Section 849.988-5 is added as follows:

§ 849.988-5 *Form of notice to immediate purchaser of assumption by Government of subcontract settlement.* The following form will be used in accordance with § 846.663-2 (b) when the contracting officer adopts a settlement previously made by the higher tier war contractor with the subcontractor and assumes to make payment of the amount due thereon.

ABC CORPORATION.

GENTLEMEN: Pursuant to section 7 (d) of the Contract Settlement Act of 1944, the United States of America, acting through the undersigned contracting officer, has adopted and assumed the settlement, in the amount of \$_____, of the termination claim of _____ resulting from the termination by you of that company's subcontract under Government No. _____. The named company has consented to have its claim for compensation for the termination of its subcontract paid directly by the Government and the Government recognizes its liability for the payment of that claim. You should make no payment to the company on account of that claim and should include no provision for payment on account of the termination of that company's subcontract in any application for compensation for the termination of your contract.

You remain liable to pay for any completed items delivered under the above subcontract prior to the effective date of the termination thereof and for any completed items to be delivered to you under the notice of termination.

Very truly yours,

Contracting Officer

[JTR 988.5]

9. Section 849.988-4 is redesignated 849.988-6 and is amended to read as follows:

§ 849.988-6 *Settlement agreement for use when the Government settles directly the termination claim of a fixed-price subcontractor.* The following form will be used in accordance with § 846.663-6 (a).

This agreement, entered into pursuant to the Contract Settlement Act of 1944, hereinafter called "the act", this _____ day of _____ 194____, by the United States of America, hereinafter called "the Government", represented by the Contracting Officer executing this Contract, and _____, hereinafter called "the Contractor",

Witnesseth That:

Whereas, the Contractor has previously entered into a contract for war production with _____ which contract (hereinafter called "the Contract") is a subcontract under contract No. _____ between the Government and _____ (hereinafter called "the Prime Contract"); and

Whereas, the Contract has been terminated as a result of the termination in whole or in part of the Prime Contract for the conven-

ience or at the option of the Government; and

Whereas, the act requires that fair compensation be provided to war contractors by reason of such termination of their war contracts, and provides for the settlement by agreement of the amount payable as such fair compensation; and

Whereas, the Government, pursuant to section 7 (d) of the act, has undertaken to settle directly the claim of the Contractor for such fair compensation and has so notified the Contractor in writing and the Contractor has consented to such direct settlement of its claim; and

Whereas, the term "Contract termination inventory", as used herein, shall mean all materials (including a proper part of any common materials), determined by the parties hereto, in connection with this settlement, to be properly allocable to the terminated portion of the Contract, except any machinery or equipment subject to a separate contract or contract provision specifically governing the use or disposition thereof; and

Whereas, the term "subcontract termination inventory", as used herein, shall mean all materials (including a proper part of any common materials), determined by the parties to any subcontract under the Contract, in connection with the settlement thereof, to be properly allocable to the terminated portion of any such subcontract, except any machinery or equipment subject to a separate contract or contract provision, specifically governing the use or disposition thereof;

Now therefore, the parties hereto do mutually agree as follows:

ARTICLE 1. (Insert the appropriate form of Article 1 of the Supplemental Settlement Agreement for use in settling fixed-price prime contracts after complete termination (§ 849.981-1).)

ART. 2. (Insert Article 2 of said agreement (§ 849.981-1).)

ART. 3. (Insert Article 3 of said agreement (§ 849.981-1).)

ART. 4. Upon the execution of this agreement (and of the storage agreement(s) referred to in Article 1),¹ the Government agrees to pay to the Contractor, upon presentation of properly certified invoices or vouchers, the sum of \$_____ (a) _____, representing the sum of \$_____ (x) _____ less (1) the amount of \$_____ (y) _____ representing partial payments previously made on account of the termination claim under the Contract and (2) the amount of \$_____ (z) _____ representing all applicable property disposal credits. All interest to which the Contractor is entitled under the act to the date of payment is included in said sum of \$_____ (a) _____, or, to the extent not so included, is expressly waived by this agreement.² Said sum, together with all other sums heretofore paid, constitutes payment in full and complete settlement of the amount due the Contractor by reason of the complete termination of work under the Contract and under the act, in so far as it pertains to the terminated portion of the Contract, [except as herein-

¹ This phrase is to be inserted only when the second form of Article 1 is used.

² Where interest is not waived and the parties have not included in the Agreement a lump sum for interest to the date of payment, the following should be substituted for this sentence: "Said sum of \$_____ (a) _____ includes all interest to which the Contractor is entitled under the Act to the date of execution of this Agreement; for each day thereafter until final payment hereunder, the Contractor shall be entitled to interest at the rate of \$_____ (u) _____ per day." Also, in the next sentence change the words "sum" to "sums" and "constitutes" to "constitute".

after provided in Article 5 of this Agreement].³

(Insert whichever form of Article 5 is applicable. The Contracting Officer should decide in each case whether the Government has any interest, or possible interest, that would be protected by its taking an assignment of the Contract. If so, the first form should be used).

ART. 5. In consideration of the payment of said sum of \$----- (a) ----- as aforesaid, the Contractor does hereby assign, transfer, and set over to the United States of America all of its right, title and interest in and to its claim for fair compensation for the termination of the Contract and all its rights and claims against ----- for fair compensation for such termination, to the extent that the terminated portion of the Contract is allocable to the terminated portion of the Prime Contract, (or)

ART. 5. In consideration of the payment of said sum of \$----- (a) ----- as aforesaid, the Contractor hereby releases the Government from all liability with respect to its claim for fair compensation for the termination of the Contract under the Act and under the terminated portion of the Contract. In consideration of the payment of said sum, the Contractor also releases ----- from all liability and obligation to pay such claim for fair compensation for such termination in connection with the settlement of the Prime Contract to which the terminated portion of the Contract is allocable. Such releases, however, shall not apply to the following:

(Here insert any of the excepted items set forth in Article 4 (c) of the fixed price prime contract settlement agreement (§ 849.981-1), or appropriate modifications thereof, or other exceptions, which are applicable.)

ART. 6. *Officials not to benefit.* (Insert the clause set forth in War Department Procurement Regulations § 803.322; Navy Procurement Directives par. 17,601.)

ART. 7. *Covenant against contingent fees.* (Insert the clause set forth in War Department Procurement Regulations § 803.323; Navy Procurement Directives par. 10,531.)

ART. 8. *Anti-discrimination.* (When the third form of Article 1 is used, insert the clause set forth in War Department Procurement Regulations § 803.326; Navy Procurement Directives par. 11,604.)

ART. 9. *Disputes.* (When the third form of Article 1 is used, insert the clause set forth in War Department Procurement Regulations § 803.326; Navy Procurement Directives par. 11,604.)

In witness whereof, etc.

[JTR 988.6]

ROBERT H. DUNLOP,
Brigadier General,
Acting The Adjutant General,
War Department.

W. JOHN KENNEY,
Vice Chief,
Office of Procurement and Material,
Navy Department.

[F. R. Doc. 45-11544; Filed, June 29, 1945;
9:26 a. m.]

TITLE 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board

[Amdt. 20-1]

PART 20—PILOT CERTIFICATES

DURATION OF CERTIFICATES

At a session of the Civil Aeronautics Board held at its office in Washington, D. C., on the 27th day of June 1945.

³ The phrase in brackets is to be included only when the second form of Article 5 is used and rights under the act are excepted from the release.

Effective July 1, 1945, § 20.51 of the Civil Air Regulations, adopted April 26, 1945, is amended to read as follows:

§ 20.51 *Duration.* A student pilot certificate or a pilot certificate with a private or commercial rating shall expire 24 calendar months¹ after the month of issuance. However, the Administrator or his authorized representative may issue a temporary pilot certificate with a private or commercial rating for a period of not to exceed 90 days subject to the terms and conditions specified therein by the Administrator.

(52 Stat. 984, 1007; 49 U.S.C. 425, 551)

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,
Secretary.

[F. R. Doc. 45-11561; Filed, June 29, 1945;
11:14 a. m.]

TITLE 29—LABOR

Chapter V—Wage and Hour Division

PART 545—REGULATIONS RELATING TO HOME WORKERS IN THE NEEDLEWORK INDUSTRIES IN PUERTO RICO

PIECE RATES FOR CERTAIN OPERATIONS PERTAINING TO HANDKERCHIEFS

By virtue of the authority vested in me by section 6 (a) (5) of the Fair Labor Standards Act (52 Stat. 1060), as amended (Pub. Res. No. 88, 76th Cong.), I hereby amend Schedule C of § 545.11 of the regulations, Part 545 (Regulation relating to home workers in the Needlework Industries in Puerto Rico), by adding piece rates for certain operations pertaining to the hand-rolling of corners of machine-edged handkerchiefs, as follows:

HAND-ROLLING CORNERS OF MACHINE-EDGED HANDKERCHIEFS

Operation	Piece rate	Unit of payment
	Cents	
13. Hand-rolling one side of a corner—the piece rate shall apply under the following conditions: (a) The machine-stitching runs to the end on one side of each corner; and on the other side, the space left open for hand-rolling at the corner is not less than one-quarter of an inch nor more than one inch; and (b) Only one side of each corner is hand-rolled; and the hand-rolling is not longer than one inch.	10.00	Per dozen handkerchiefs.
14. Hand-rolling both sides of a corner—the piece rate shall apply under the following conditions: (a) The machine-stitching does not run to the end of either side of any corner; and the space left open for hand-rolling at each side of the corners is not less than one-quarter of an inch nor more than one inch; and		

¹ For example, a certificate issued any time in April 1946 will expire on the last day of April 1948.

HAND-ROLLED CORNERS OF MACHINE-EDGED HANDKERCHIEFS—Continued

Operation	Piece rate	Unit of payment
(b) Both sides of the corners are hand-rolled; but the hand-rolling is not longer than one inch on either side of any corner.	Cents 20.00	Per dozen handkerchiefs.
15. Hand-rolling both sides of a corner—the piece rate shall apply under the following conditions: (a) The machine-stitching runs to the end on one side of each corner; and on the other side, the space left open for hand-rolling at the corner is not less than one-quarter of an inch nor more than one inch; and (b) Both sides of the corners are hand-rolled; but the hand-rolling is not longer than two inches on any corner.	25.00	Do.

These amendments shall become effective 90 days after the date of publication thereof in the FEDERAL REGISTER.

Signed at New York, New York this 14th day of June 1945.

L. METCALFE WALLING,
Administrator.

[F. R. Doc. 45-11541; Filed, June 29, 1945;
9:24 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

AUTHORITY: Regulations in this chapter, unless otherwise noted at the end of documents affected, issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236, 56 Stat. 177, 58 Stat. 827; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended Dec. 31, 1943, 9 F.R. 64.

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 1, Direction 73]

CANCELLATION OF CERTAIN PREFERENCE RATINGS AND THIRD AND SUBSEQUENT QUARTER ALLOTMENTS OF CONTROLLED MATERIALS BEARING CMP ALLOTMENT SYMBOLS Z-1, Z-2 AND ZW

The following direction is issued pursuant to CMP Reg. 1:

(a) *Allotments.* All third and subsequent quarter allotments identified by the CMP allotment symbols Z-1 and Z-2 are cancelled.

(b) *Ratings.* All preference ratings assigned to third and subsequent quarter production schedules identified by the CMP allotment symbols Z-1 and Z-2 are cancelled. All preference ratings identified by the CMP allotment symbols Z-1 and Z-2 applied to or extended to orders calling for delivery after July 1, 1945 are cancelled.

(c) *Allotments and ratings must be specifically cancelled.* Consumers who have received authorized production schedules identified with the CMP allotments Z-1 and Z-2 must, before July 1, 1945, cancel any use they have made of these allotments for the delivery of A products or controlled materials in the third and subsequent quarters, and any use of the preference rating for the delivery of other products or materials in the third and subsequent quarters.

(d) Suppliers must disregard ratings and allotments. Suppliers must disregard ratings and allotments identified by the CMP allotment symbols Z-1 and Z-2 on orders calling for delivery after July 1, 1945.

(e) ZW orders. Direction 3 to Order M-21-b-1 is revoked, effective July 2, 1945. Steel producers and warehouses must, effective July 2, treat all ZW orders as unrated orders.

(f) Direction 4 to Priorities Regulation 25 also explains the cancellation of Z-1 allotments and preference ratings.

Issued this 28th day of June 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 45-11536; Filed, June 28, 1945;
4:50 p. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[General Preference Order M-388, Direction 3 as Amended June 28, 1945]

FIXING PERCENTAGE OF MANUFACTURER'S RATED QUOTA FOR DELIVERY IN THE THIRD QUARTER OF 1945

The following amended direction is issued pursuant to General Preference Order M-388:

As explained in paragraph (d) (2) of General Preference Order M-388, suppliers may not deliver, and manufacturers may not accept delivery, on M-388 ratings in any quota period in excess of the percentage of the manufacturers' rated quota then in effect for that period.

The percentage for deliveries in the third quarter of 1945 is fixed until further notice, as follows:

	Third quarter 1945 Percent
Cotton Items.....	50
Synthetic Fibre Items.....	75
Wool Items.....	100

Issued this 28th day of June 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 45-11537; Filed, June 28, 1945;
4:50 p. m.]

PART 903—DELEGATIONS OF AUTHORITY [Supplementary Directive 1Q, as Amended June 28, 1945]

RATIONING OF TIRES, TIRE CASINGS, TIRE TUBES, GASOLINE, NAPHTHA, ETC.

Further delegation of authority with reference to the rationing of tires, tire casings, tire tubes, tire retreading and recapping materials and gasoline.

§ 903.22 *Supplementary Directive 1Q.*
(a) The authority heretofore delegated to the Office of Price Administration by Directive No. 1, § 903.1, is hereby extended to include the exercise of control over:

(1) The sale, transfer, delivery or other disposition of all tires, tire casings, tire tubes, tire retreading and recapping materials, by or to any person;

(2) The use, alteration, mounting, or other disposition of tires, tire casings, tire tubes, tire retreading and recapping materials by any person; and

(3) The sale, transfer, delivery or other disposition of gasoline by any person to any consumer; the use of gasoline by any consumer, the use of gasoline substitutes or gasoline blends by any consumer in a motor vehicle, and the blending of gasoline by any gasoline dealer; and

(4) The sale, transfer, delivery or other disposition of gasoline by any person to any person other than a consumer, to the extent of requiring the delivery of such coupons, certificates or other evidence as the Office of Price Administration may prescribe as a condition to such sale, transfer, delivery or disposition.

(5) The importation by any person, for the personal use of such person, of tires, tire tubes and tire casings.

(6) The sale, transfer, delivery or other disposition of gasoline by any person to any person who stores such gasoline in a drum or other mobile storage facility.

(7) The denial of permission to engage in the business of dealing in gasoline, or the withdrawal of such permission, if the Office of Price Administration deems such denial or withdrawal appropriate to the operation, administration or enforcement of its gasoline rationing regulations.

(8) The assignment of maximum allowable inventories of gasoline and gasoline evidences when deemed appropriate by the Office of Price Administration to the operation, administration or enforcement of its gasoline rationing regulations.

(b) The authority of the Office of Price Administration shall include the power to regulate or prohibit the sale, transfer, delivery or other disposition of tires, tire casings, tire tubes, tire retreading and recapping materials, and gasoline to, or acquisition, use, alteration, mounting or other disposition of said materials and facilities by, any person who has acted in violation of any rationing regulation or order prescribed by the Office of Price Administration.

(c) The authority delegated by this order does not include the power to limit or restrict:

(1) The quantity of the materials and facilities referred to herein obtainable by the Army, Navy, Marine Corps or Coast Guard of the United States, or by government agencies or other persons to the extent to which they acquire such materials or facilities for export to and consumption or use in any foreign country; and

(2) The manufacture of tires, tire tubes, tire casings, tire retreading and recapping materials, or the manufacture, processing, distilling or refining of gasoline; and

(3) The importation, use, sale, transfer, delivery or other disposition of airplane tires, airplane tire casings, or airplane tire tubes.

(4) The importation for testing purposes of tires, tire tubes or tire casings by any manufacturer of camelback, tires, tire tubes or tire casings; and

(5) The importation of bicycle tires, tire tubes or tire casings manufactured in the continental United States, Canada or the British Isles; and

(6) The importation from the Dominion of Canada of tires, tire tubes or tire casings manufactured in the continental United States, Canada or the British Isles; and

(7) The importation of tires, tire tubes or tire casings by diplomatic representatives of any foreign Government, for their personal use or the use of members of their staffs; and

(8) The importation of tires, tire tubes or tire casings by commercial representatives of any foreign Government, for use in their official business.

(d) As used herein:

(1) "Gasoline" means any petroleum product either commonly known or sold as gasoline (including casinghead and natural gasoline) or having an ASTM 50% distillation point lower than 400° F. (ASTM D86-40), and includes, without limitation, rubber solvents, mineral spirits, cleaners' naphtha, Stoddard solvents, stove and lamp naphtha and V. M. & P. naphtha, but does not include (i) fuel oil as defined in Ration Order 11, (ii) aromatics, synthetic rubber raw materials and other products which are both controlled by an order of the War Production Board and not used or blended for use as fuel in internal combustion engines, (iii) any finished petroleum product having an octane rating of 85 or more (ASTM D357-42T) or any component thereof, used for the propulsion of aircraft, and (iv) liquefied product of petroleum gases.

(2) "Motor vehicle" means any rubber-tired self-propelled conveyance the motive power for which is furnished by an internal combustion engine designed for operation by gasoline and which is built primarily for the purpose of transporting persons or property.

(3) "Tire, tire tube, tire casing, and tire recapping and retreading materials" mean any of the foregoing made in whole or in part of any kind of rubber.

(4) "Rubber" means any form or type of natural, reclaimed, or synthetic rubber, or other similar materials.

(5) "Person" includes any individual, partnership, corporation, association, business trust, government or government agency, or any organized group of persons whether incorporated or not.

(6) "Consumer" means any person acquiring gasoline for use, including use as a component part of any manufactured article, material, or compound other than gasoline. The term includes dealers and distributors to the extent that they use gasoline, or acquire gasoline for use rather than for transfer.

(7) "Gasoline dealer" means any person engaged in the business of selling or transferring gasoline, except a person who transfers, receives, or uses gasoline in such a manner as to be required to account for the state motor fuel taxes imposed thereon directly to the motor fuel tax administration of a state.

(8) "Aviation gasoline" means any finished petroleum product used in aircraft or aircraft engines, as defined in paragraph (j) (1) of WPB Directive No. 38.

(e) This supplementary directive supersedes the delegation of authority to the Office of Price Administration made by Supplementary Order M-15-c, § 940.4, as amended, Supplementary Directive

No. 1-B, § 903.3, as amended, and Supplementary Directive No. 1-H, § 903.9, as amended: *Provided, however*, That all action heretofore taken (including, without limitation, regulations or orders heretofore issued) by the Office of Price Administration pursuant thereto or pursuant to said supplementary directives as originally issued, is hereby ratified, approved and confirmed, and the authority so delegated shall continue to remain in full force and effect with respect to all such action which is not inconsistent with the terms of this directive, for all purposes including the purpose of allowing or sustaining any suit, action, prosecution or administrative or other proceeding heretofore or hereafter commenced with respect to any violation heretofore committed or right or liability heretofore incurred under or pursuant to the terms thereof.

(f) Notwithstanding the provisions of Directive 1 or of this Supplementary Directive 1Q, the Office of Price Administration shall exercise no control over:

(1) The delivery of aviation gasoline into the tank of an aircraft or aircraft engine test stand (other than those of the agencies or other persons specified in paragraph (c) (1) of this directive) if the delivery is made by a person who is engaged in the sale of aviation gasoline at an airport designated by the Administrator of Civil Aeronautics, who acquires that gasoline for that purpose and is designated by the Administrator of Civil Aeronautics as a retail vendor of aviation gasoline;

(2) The quantity of aviation gasoline that may be acquired by such a retail vendor for such purpose or by a person for delivery into the tank of his own aircraft or aircraft engine test stand; or

(3) The use of aviation gasoline in an aircraft or aircraft engine test stand.

Issued this 28th day of June 1945.

J. A. KRUG,
Chairman.

[F. R. Doc. 45-11535; Filed, June 28, 1945;
4:50 p. m.]

PART 3288—PLUMBING AND HEATING EQUIPMENT

[Limitation Order L-42, Revocation of Direction 6]

CAST IRON BATHTUBS

Direction 6 to Limitation Order L-42 is revoked.

This revocation does not affect any liabilities incurred for violation of the order or of actions taken by the War Production Board under the order. The manufacture and delivery of cast iron bathtubs remain subject to all other applicable regulations and orders of the War Production Board.

Issued this 29th day of June 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 45-11556; Filed, June 29, 1945;
11:11 a. m.]

PART 3288—PLUMBING AND HEATING EQUIPMENT

[Limitation Order L-79, as Amended June 29, 1945]

DISTRIBUTION OF PLUMBING, HEATING AND COOKING EQUIPMENT

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of certain critical materials used in the production of plumbing, heating and cooking equipment for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense.

§ 3288.31 Limitation Order L-79—(a)

What this order does. The purpose of this order is to conserve the supply and direct the distribution of plumbing, cooking and heating equipment by preventing the sale of certain essential items on List A except for necessary replacements, or on rated orders. These are items which can be made available to essential users only. The order provides a rating to enable sellers to get these items for necessary replacement. It permits other items of plumbing and heating equipment to be bought by sellers on unrated orders without restriction but provides a preference rating to enable sellers to buy these non-restricted items when a rating is needed. No preference ratings are assigned to consumers and deliveries to consumers for replacement and repair do not have to be on rated orders. It must be noted, however, that deliveries of certain parts for plumbing and heating equipment are also subject to applicable provisions of other limitation orders.¹ The order supersedes the previous version of L-79, as well as General Preference Order P-84.

(b) *Assignment of preference ratings.* Preference rating AA-3 is assigned to any seller to enable him to get the following:

(1) Equipment shown in List A, including repair parts.

(2) Repair parts only for items on List B.

(3) All other equipment, material and parts which are used to supply, store and heat water, to cook food (except as excluded below), to remove waste matter and water borne waste, to treat waste matter chemically, and to heat buildings (except as excluded below), including electric heat controls.

Any rating under this paragraph (b) cannot be used, however, to get equipment specifically designed for industrial processing, fire protection, the production or transmission of power, or for use by a public utility; equipment, other than water heaters, using electricity as fuel; heat exchangers; domestic water systems as covered by L-257; domestic cooking appliances and domestic heating

¹ Other orders of the War Production Board and of the Petroleum Administration for War restrict deliveries of gas and fuel oil for newly installed equipment using those fuels. These orders should be consulted before any installation of equipment is made.

stoves as defined in L-23-c; liquefied petroleum gas equipment as defined in L-86; fans, blowers and exhausters; steel or wrought iron pipe or steel sheets or other controlled materials; industrial and domestic sump pumps; equipment specifically designed for refrigerating or dehumidifying; metal bathtubs; or portable items such as pans, domestic stove lid lifters and domestic stove pokers which are not designed to be built into or fastened to the building in which they are used. Directions will from time to time be issued specifying items which are subject to this paragraph (b) and items which are excluded.

(c) *Exception.* No rating is assigned to any delivery to which a rating is assigned by CMP Regulation 9A.

(d) *Inventory restrictions on sellers.*

(1) A seller who is a repair man as defined in CMP Regulation 9A may not accept delivery of any item of parts or materials obtained by applying a rating under this order if his inventory of that item of parts or materials is or would be accepting delivery become larger than he needs to continue his repair and maintenance services for a 60-day period, according to his current method of operation. However, if the supply of any item which he has on hand is less than the permitted amount, he may accept delivery of the smallest commercial amount of that item which his distributor normally sells, even if that will increase his supply beyond the amount specified.

(2) A seller who is not a repair man as defined in CMP Regulation 9A is subject to the limitation of inventory prescribed in Order L-63.

(e) [Deleted June 29, 1945.]

(f) *Restrictions on deliveries of items on List A.* No seller may sell or deliver to a consumer any equipment included on List A except:

(1) [Deleted July 26, 1944.]

(2) Equipment which is delivered to fill a rated order.

(3) When the delivery is to a consumer for installation to replace existing equipment which is worn out, damaged beyond repair or destroyed, but not to replace useable equipment or to make a substitution which would provide more extensive facilities than are necessary to replace the part or parts worn out, damaged or destroyed.

(g) *Restrictions on sale and delivery of equipment using gas as fuel.* In those areas where the use of gas is restricted by War Production Board orders, no seller may sell or deliver to a consumer any equipment using gas as fuel when the installation of such equipment will increase the potential demand for gas (manufacturer's hourly input rating) unless a letter has first been obtained from the Utility Company which will deliver the gas to the consumer stating that it is authorized to provide the gas necessary to operate the equipment. However, the restrictions of this paragraph do not apply to gas fired domestic water heating equipment for a residence.

(h) *When a consumer needs a preference rating and how he gets it.* Con-

sumers are not assigned ratings by this order and will not need ratings unless they want to buy items on List A for purposes other than replacement. When a rating is needed, application may be made as follows:

(1) *For residential use.* If the equipment is to be used for residential purposes, construction or otherwise, Form WPB-2896 should be filed with the nearest Federal Housing Administration field office.

(2) *For commercial and industrial use.* If the equipment is to be used for commercial or industrial purposes and is construction of a type which is restricted under Limitation Order L-41, Form WPB-617 should be filed with the nearest War Production Board field office. If not restricted under Limitation Order L-41, then Form WPB-1319 should be filed with the nearest War Production Board field office.

(3) *For farm use.* If the equipment is to be used for farm purposes (including farm dwellings), and is construction of a type which is restricted under Limitation Order L-41, Form WPB-617 should be filed with the County Agricultural Conservation Committee. If not restricted under Limitation Order L-41, then Form WPB-1319 should be filed with the nearest War Production Board field office.

(4) *For utilities use.* If the equipment is to be used by a utility furnishing telephone, telegraph, electric, gas, water or central steam heating service for use by the public, Form WPB-2774 should be filed with the War Production Board, Washington 25, D. C. (For utility MRO and minor plant additions applicable utilities orders should be followed).

(i) *Consumer's certificates.* No seller may deliver an item on List A to fill a consumer's unrated order unless he obtains a certificate in substantially the following form:

I need the item included in this purchase to replace equipment worn out, damaged beyond repair, or destroyed. I will not use it to replace useable equipment or to make a substitution which would provide more extensive facilities than are necessary to replace the parts which are worn out, damaged, or destroyed.

Address of installation.....
Consumer's signature.....
Address

Any certification is a representation to the War Production Board as well as to the seller. No one may deliver relying on a certification being true if he knows or should know it is false, but anyone who reasonably relies on the truth of a certificate is not to be held responsible if it turns out to be false. No one shall make a false statement in a certification. Sellers shall retain certificates in their files for two years for inspection by WPB representatives.

(j) *Salvage.* No person may install equipment on List A for replacement unless he takes any replaced metal parts or equipment, not coated with a fused or nonmetallic surface, and arranges for its further use, or turns it in for salvage to any authorized scrap metal dealer within thirty days after the replacement.

This requirement does not mean that the installer is entitled to take old equipment without the owner's consent or without crediting him with its value.

(k) *Records.* All persons affected by this order shall keep and preserve for not less than two years accurate and complete records concerning inventories and sales.

(l) *Audit and inspection.* All records required to be kept by this order shall, upon request, be submitted to audit and inspection by duly authorized representatives of the War Production Board.

(m) *Violations and false statements.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact, or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment or both. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(n) *Applicability of regulations.* All persons and transactions affected by this order are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

(o) *Applicability of other orders.* Insofar as any other orders heretofore or hereafter issued by the War Production Board limit the production, delivery or use of any plumbing, heating or cooking equipment to a greater extent than the restrictions imposed by this order, the restrictions of such other orders shall govern.

(p) *Appeals.* Any person affected by this order may appeal from its provisions by filing Form WPB 1477 with a field office of the War Production Board.

(q) *Communications.* All reports to be filed and other communications concerning this order, except appeals, shall be addressed to the War Production Board, Plumbing and Heating Division, Washington 25, D. C., Ref: L-79.

(r) *Definitions.* For the purposes of this order:

(1) "Seller" means any person who buys plumbing, heating, or cooking equipment for resale, whether or not he makes the installation. A manufacturer who sells directly to the consumer is to be considered a seller with respect to those sales.

(2) "Consumer" means any person who buys plumbing, heating, or cooking equipment for installation or use on premises owned or occupied by him.

Issued this 29th day of June 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

LIST A

The following items of plumbing and heating equipment, when new:

1. Furnaces, heating, excluding those designed specifically for industrial applications or heat processing; and cast iron boilers,

heating, excluding furnace burners and boiler burner units in which the boiler or furnace is designed for use of gas or oil only as a fuel.

2. Water heaters, direct-fired and indirect types, but excluding indirect water heaters having a coil or a nest of tubes installed in a shell or pressure vessel having a diameter 12 inches or less if other than circular in cross section and internal cross sectional area 113 sq. in. or less; and also excluding industrial and direct hand-fired solid fuel hot water heaters of the following types: bucket-a-day stoves, dome-type water heaters, and service water tank heaters.

3. [Deleted July 26, 1944.]

4. Cast iron radiators and cast iron convectors.

5. Steel low pressure heating boilers not designed to withstand a steam pressure of more than 15 pounds per square inch. All types exclusive of those for marine, shipboard, or locomotive use, and also excluding boiler burner units in which the boiler is designed for use of oil or gas only as a fuel.

6. [Deleted June 29, 1945.]

7. [Deleted June 29, 1945.]

LIST B

1. Commercial cooking and food and plate warming equipment: all not electric.

Bakers.
Broilers.
Fryers.
Food warmers.
Griddles: commercial cooking.
Grills.
Hot plates: commercial.
Ovens: bake, except industrial type.
Ranges.
Roasters: commercial.
Steamers: oven.
Toasters: commercial.
Urns.
Warmers: food-plate.

2. Commercial dishwashing machines: not domestic: as defined in Limitation Order L-248 as amended.

3. Coal Stokers: grate area 36 square feet or less.

4. Oil burners, not designed specifically for shipboard use or heat processing.

5. Extended surface heating equipment.
Unit heaters: steam or hot water.
Unit ventilators, heating: steam or hot water.

Convectors.
Blast heating coils: steam or hot water.
Special heating coils: steam or hot water.
Heat transfer element: metal: fin tube: for transferring heat from steam or water to air.
6. Steel boilers of types listed in Order M-293, Table 14, excluding low pressure boilers on List A of this order.

INTERPRETATION 1

NOTE: Interpretation 1 is obsolete.

INTERPRETATION 2

Office of Price Administration requirements not affected. Question has been raised as to whether this order dispenses with the necessity of conforming to the requirements of O. P. A. Ration Order 9-A.

The words "without restriction" as used in L-79 refer only to restrictions placed by the War Production Board, and Order L-79 is not intended in any way to affect rationing or other requirements of the Office of Price Administration or any other agency. (Issued Feb. 29, 1944.)

INTERPRETATION 3

SUBSTITUTION REQUIRING CHANGE OF DISTRIBUTION SYSTEM PROHIBITED

The restrictions of paragraph (f) (3) of Limitation Order L-79 prohibit the substitution of one type of heating system for another (e. g. cast iron heating boiler for heating furnace) if it will require the change of a useable distribution system. (Issued Apr. 13, 1944.)

[F. R. Doc. 45-11557; Filed, June 29, 1945; 11:11 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[General Preference Order M-388C, as Amended June 28, 1945]

WOOL AND WOOL TEXTILES FOR CIVILIAN ITEMS

§ 3290.354 *General Preference Order M-388C*—(a) *Explanation.* This order is supplemental to M-388. It states the special rules applicable to civilian items made from wool materials and lists the items for which ratings are assigned.

(b) *Delivery quotas*—(1) *General rule.* (Orders rated AA-3 or higher, or AA-5, must be filled as required by Priorities Regulation 1, in addition to the quotas under this paragraph.) Every producer and importer of wool fabrics must deliver to fill AA-4 orders in the period from May 1, 1945, through June 30, 1945, inclusive, and in each subsequent calendar quarter, at least 80 percent of his total deliveries of wool fabrics (by linear yards) during the same period on both AA-4 and unrated orders. Stated another way, he must not deliver on unrated orders in any of these periods more than 20 yards of wool fabrics for each 80 yards he delivers to fill AA-4 orders in the same period. He must not discriminate against rated orders in distributing fabric widths as between rated and unrated deliveries.

(2) *Exception for 6 percent of total deliveries.* An exception to the above rule is that each producer or importer may deliver up to 6 percent of his total deliveries in the period without regard to AA-4 ratings, as long as he fills all other rated orders and complies with all other applicable orders, regulations and directions of the War Production Board.

(3) *Examples.* If a woolen mill delivers a total of 1,000,000 yards in a calendar quarter, and half of this yardage is delivered to fill orders rated AA-3 or higher, or AA-5, it has available a total of 500,000 yards of both AA-4 and unrated deliveries. Eighty percent of this total, or at least 400,000 yards, would have to be delivered on AA-4 orders, and not more than 20 percent or 100,000 yards could be delivered on unrated orders. However, if the mill delivers in the period 750,000 yards on orders rated AA-3 or higher, or AA-5, leaving 250,000 yards for unrated and AA-4 orders, he may still deliver 60,000 yards on unrated orders to the extent that these 60,000 yards are not needed to fill orders other than AA-4 or to comply with regulations, orders or directions of the War Production Board.

(4) *Rejects.* Rejects, including remnants over one yard and seconds, must be included in calculating required de-

liveries for rated delivery quotas under this order.

(5) *Military and other cancellations.* Material resulting from cancellations of customers' orders must also be included in calculating rated delivery quotas. However, unless otherwise ordered by the War Production Board, a producer or importer who has a contract or subcontract with the U. S. Army, Navy, Maritime Commission, War Shipping Administration or the Procurement Division of the Treasury Department which is cancelled after April 30, 1945 and for which wool fabric, wool yarn or wool is already completed or in process either in his plant or that of one of his subcontractors may deliver the completed fabric, or the fabric made from the material in process free of his rated delivery quota.

(c) *Dyeing and finishing of fabrics.* A producer of wool fabrics or importer shall dye wool fabrics which he produces or imports after May 1, 1945, only to fill accepted rated orders, or orders which are authorized under paragraph (g) of M-388, or unrated orders within the limits allowed by this order. Material must not be finished in a manner which will make it unsuitable to fill the required amounts of rated orders.

(d) *Preference rating schedules.* Preference ratings are assigned in the preference rating schedules of this order. The conditions under which the ratings can be used are explained in these schedules.

Issued this 28th day of June 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[The applicable provisions of each Column are indicated for each numbered item opposite the item number]

NOTE: Table amended June 28, 1945.

Item number	Item column (name of item)	Size (or equivalent trade designation)	Maximum price column	Rated quota column	Fabric column
C-1	Coats, women's and misses'	9 to 17..... 18 to 20..... 22 to 24..... 26 to 28..... 30 and up.....	Untrimmed \$22.75 each * Fur trimmed \$45 each *	85	Woolen fabric, less than 26 oz. per linear yd. Worsted fabric, piece dye only.
C-2	Coats, teen age, girls'	10 to 16.....	\$18.75 each.....	75	Woolen fabric, less than 26 oz. per linear yd. Worsted fabric, piece dye only.
C-3	Coats, girls'	7 to 14.....	\$12.75 each.....	75	Woolen fabric, less than 26 oz. per linear yd. Worsted fabric, piece dye only.
C-4	Coats, children's and small boys'	3 to 6X..... 3 to 8.....	\$9.75 each.....	85	Woolen fabric, less than 26 oz. per linear yd. Worsted fabric, piece dye only.
C-5	Coats, toddlers'	1 to 4.....	\$7.75 each.....	75	Woolen fabric, less than 19 oz. per linear yd.
C-6	Coats, infants'	6 mos. to 2 yrs.	\$6.75 each.....	75	Woolen fabric, less than 19 oz. per linear yd.
C-7	Dresses, women's and misses', street only.	9 to 17..... 18 to 20..... 22 to 24..... 26 to 28..... 30 and up.....	\$12.75 each *.....	85	Woolen fabric, less than 10 oz. per linear yd. Worsted fabric, piece dye only, not over 9 oz. per linear yd., in which worsted yarn content is single ply.
C-8	Dresses, teen age, girls'	10 to 16.....	\$5.75 each.....	75	Woolen fabric, less than 10 oz. per linear yd. Worsted fabric, piece dye only, not over 9 oz. per linear yd., in which worsted yarn content is single ply.
C-9	Dresses, girls'	7 to 14.....	\$5 each.....	75	Woolen fabric, less than 10 oz. per linear yd. Worsted fabric, piece dye only, not over 9 oz. per linear yd., in which worsted yarn content is single ply.
C-10	Suits, women's and misses'	9 to 17..... 18 to 20..... 22 to 24..... 26 to 28..... 30 and up.....	\$22.75 each *.....	85	Woolen fabric, less than 16 oz. per linear yd. Worsted fabric, single twist, piece dye only.
C-11	Suits, teen age girls'	10 to 16.....	\$12.75 each.....	75	Woolen fabric, less than 16 oz. per linear yd. Worsted fabric, single twist, piece dye only.

See footnotes at end of table.

AA-4 PREFERENCE RATING SCHEDULE I—WOOL CIVILIAN ITEMS

Assignment of AA-4 rating to manufacturers of listed wool apparel and other items. Preference rating AA-4 for wool fabric is assigned to manufacturers of the items shown in this schedule who qualify under M-388 and M-388C and comply with the following:

(1) This rating may be used only to get the fabric shown in the Fabric Column for the particular item and may be extended for wool material to be incorporated in the fabric, as permitted by Priorities Regulation 3.

(2) The fabric must be incorporated into an item produced for sale by the manufacturer at or below the lower of the following two prices: (i) the price at which the manufacturer is permitted to sell the item under regulations of the Office of Price Administration, or (ii) the price specified in the Maximum Price Column.

(3) The Rated Quota Column in this schedule shows for each item a quota of units of the item. This quota is a percentage of the total number of units (in all price lines) of the same item which the manufacturer made in the corresponding quarter of 1943. He may not get more fabric with the rating in any calendar quarter than the yardage necessary to fill this quota. This is the yardage which he must show in Form WPB-4200 before using the rating, as explained in paragraph (i) (2) of M-388.

(4) The rated quotas shown below, as amended June 28, 1945, supersede the previous rated quotas of this schedule for deliveries in the third calendar quarter of 1945 and thereafter. AA-4 ratings previously accepted by a supplier for deliveries within the 50 percent of previous quotas authorized by Direction 3 to M-388 remain valid, but the yardages covered by such ratings must be charged to the rated quotas shown below.

AA-4 PREFERENCE RATING SCHEDULE I—WOOL CIVILIAN ITEMS—Continued

Item number	Item column (name of item)	Size (or equivalent trade designation)	Maximum price column	Rated quota column	Fabric column
C-12	Suits, girls'	7 to 14	\$10.75 each	75	Woolen fabric, less than 16 oz. per linear yd. Worsted fabric, single twist, plect dye only.
C-13	Skirts, women's, misses', and juniors'	36 and up. 9 to 17	\$5 each *	40	Woolen fabric, less than 12 oz. per linear yd.
C-14	Skirts, teen age, girls'	10 to 20 10 to 16	\$4.75 each	75	Woolen fabric, less than 12 oz. per linear yd.
C-15	Skirt, girls'	7 to 14	\$3.75 each	75	Woolen fabric, less than 12 oz. per linear yd.
C-16	Skirts, children's	8 to 6x	\$2.50 each	85	Woolen fabric, less than 12 oz. per linear yd.
C-17	Suits, men's	All sizes	\$32.25 each*	40	Worsted fabric, Woolen fabric, less than 19 oz. per linear yd.
C-18	Shirts, men's	All sizes	\$4.50 each**	40	Woolen fabric, less than 32 oz. per linear yd.
C-19	Men's separate trousers	All sizes	\$6.25 each*	40	Woolen fabric, less than 32 oz. per linear yd. Worsted fabric.
C-20	Overcoats, boys', student	10 to 20 12 to 24	\$14.75 each	75	Woolen fabric, 32 oz. per linear yd. and lighter.
C-21	Suits, students'	32 to 38	\$17.50 each	75	Worsted fabric. Woolen fabric less than 19 oz. per linear yd.
C-22	Suits, cadet's	8 to 16	\$13.50 each	75	Woolen fabric, less than 19 oz. per linear yd. Worsted fabric.
C-23	Suits, junior boys'	8 to 12	\$10.00 each	75	Woolen fabric, less than 19 oz. per linear yd. Worsted fabric.
C-24	Separate trousers, students'	26 to 32	\$5.00 each	75	Woolen fabric, less than 19 oz. per linear yd. Worsted fabric.
C-25	Separate trousers, cadets'	21 to 26	\$4.00 each	75	Woolen fabric, less than 19 oz. per linear yd. Worsted fabric.
C-26	Separate trousers, junior boys', including knickers	3 to 12 6 to 16	\$3.00 each	75	Woolen fabric, less than 19 oz. per linear yd. Worsted fabric.
C-27	Men's and Women's official uniforms and caps or hats, (except Army or Navy uniforms, caps or hats) as required by Government regulations, or for transportation, police, and industrial operations, but excluding sporting and amusement industries.	All sizes		40	Worsted fabric. Woolen fabric less than 36 oz. per linear yd.
C-28	Shoes, misses', women's and children's daytime outdoor type.	All sizes		100	Worsted fabric. Woolen fabric, less than 19 oz. per linear yd.
C-29	Religious vestments, clothing and robes as required by the rules of religious sects.			100	Woolen fabric, less than 19 oz. per linear yd. Worsted fabric.
C-30	Separate coats (jackets) men's.	All sizes	\$15.75 each	40	Woolen fabric, less than 19 oz. per linear yd.
C-31	Separate coats (jackets) students'	32 to 38	\$11.75 each	75	Woolen fabric, less than 19 oz. per linear yd.
C-32	Separate coats (jackets) cadets'	8 to 16	\$7.75 each	75	Woolen fabric, less than 19 oz. per linear yd.
C-33	Separate coats (jackets) junior boys'	3 to 12	\$5.75 each	75	Woolen fabric, less than 19 oz. per linear yd.
C-34	Separate jackets, women's, misses' and juniors'	36 and up. 10 to 20 9 to 17	\$10.75 each*	35	Woolen fabric, less than 12 oz. per linear yd.
C-35	Separate jackets, teen age, girls'	10 to 16	\$7.75 each	75	Woolen fabric, less than 12 oz. per linear yd.
C-36	Separate jackets, girls'	7 to 14	\$6.75 each	75	Woolen fabric, less than 12 oz. per linear yd.
C-37	Separate jackets children's	3 to 6x	\$5.75 each	85	Woolen fabric, less than 12 oz. per linear yd.
C-38	Men's overcoats, ulster and double-breasted.	All sizes	\$39.00 each*	75	Woolen fabric less than 40 oz. per linear yard.
C-39	Men's overcoats and topcoats other than ulster or double-breasted.	All sizes	\$34.20 each*	75	Woolen fabric under 40 oz. per linear yard. Worsted fabric under 19 oz. per linear yard.
C-40	Children's legging sets	1 to 4	\$6.75 each	75	Woolen fabric less than 19 oz. per linear yard.
C-41	Children's legging sets	3 to 6x	\$8.75 each	85	Woolen fabric less than 19 oz. per linear yard.

NOTE: 1. Weight per linear yard is based on 56-58 inches finished width.

2. When an AA-4 rating is applied to obtain wool linings or interlinings, it may only be used to get woolen fabric or lining, interlining or under-collar cloth containing at least 25 percent or more wool fiber by weight, however spun.

*The applicable maximum prices of single-asterisk items may be 10 percent higher for sizes 46 and up.

**The applicable maximum price of double-asterisk items may be 10 percent higher for sizes 17½ and up.

[F. R. Doc. 45-11534; Filed, June 28, 1945; 4:50 p. m.]

PART 3291—CONSUMERS DURABLE GOODS
[Limitation Order L-64, as Amended June 29, 1945]

CASKETS, SHIPPING CASES AND BURIAL VAULTS

Section 3291.245 General Limitation Order L-64 is hereby amended to read as follows:

§ 3291.245 General Limitation Order L-64—(a) Definitions. For the purpose of this order:

(1) "Casket" means a container in which it is intended to place a human corpse for interment.

(2) "Burial vault" means a container in which it is intended to place a casket containing a human corpse for interment, and shall include burial boxes.

(3) "Shipping case" means a container in which it is intended to place a casket containing a human corpse for shipment and to which handles have been attached in accordance with railroad shipping regulations.

(4) "Metal casket", "metal burial vault" and "metal shipping case" means any casket, burial vault or shipping case containing more than 75 lbs. of metal by weight.

(5) "Manufacturer" means any person engaged in the production, upholstering, finishing or lining of caskets, shipping cases, burial vaults or parts made specifically for incorporation into those products.

(6) "Design" means the construction essentials of a casket which distinguish that casket from another casket. For the purposes of this order, two or more caskets identical in every respect other than species of wood, size, handle hardware, interior linings, upholstery, textile coverings or color of wood finishes shall be considered one design. Two or more caskets identical in every respect but containing different contours of moldings, pilasters or corners shall be considered two or more designs.

(7) "Preferred order" means any order, contract or subcontract placed by or for the account of the Army or Navy of the United States, the United States Maritime Commission, Veterans' Administration or the War Shipping Administration.

(b) Restrictions on use of certain metals. No manufacturer shall make or assemble any casket, shipping case or burial vault containing tin, antimony, antimonial lead, lead or zinc, except to the extent that the use of those materials is not prohibited by Orders M-43 (tin), M-112 (antimony), any orders in the M-38 series (lead) and any orders in the M-11 series (zinc).

Whenever a restriction in any of those orders is relaxed by revocation, amendment, appeal or other specific authorization, the material may be used in the production or assembly of caskets, shipping cases or burial vaults as permitted by the relaxation without requiring any other relief from this order.

(c) Specifications. (1) No manufacturer shall produce or assemble any caskets, shipping cases or burial vaults which do not conform to the applicable specifications in Schedule A to this

order. The restrictions of this subparagraph (c) (1) do not apply to the production or assembly of metal caskets, plastic caskets, metal burial vaults, metal shipping cases, or to any shipping cases or burial vaults produced or assembled in fulfillment of preferred orders.

(2) No manufacturer shall use textiles for lining, covering or upholstering caskets contrary to the restrictions in Schedule B of this order. The restrictions in Schedule B apply to all caskets whether they are metal caskets or other caskets.

(d) *Restrictions on number of designs for caskets.* Except for metal and plastic caskets, no manufacturer shall make or assemble more designs of caskets than the following:

(1) Twelve designs of adult caskets (five feet six inches or more in inside bottom length);

(2) One design of children's caskets (less than five feet six inches in inside bottom length);

(3) One additional institution or hospital design (including both children and adult sizes);

(4) One design of stillborn containers; and

(5) Such other designs specifically authorized by the War Production Board. Applications for such authorization should be made by filing a letter with the War Production Board, Washington 25, D. C., Ref: L-64.

(e) *Restrictions on use and transfer of caskets which exceed the dimensions specified in Schedule A.* No manufacturer or jobber shall sell, deliver or otherwise dispose of a casket (except a metal or plastic casket) which exceeds the dimensions specified in Schedule A attached to this order to any person unless such person furnishes the manufacturer or jobber with a certification in substantially the following form, manually signed by that person or his authorized agent.

CERTIFICATION

The undersigned purchaser hereby certifies to _____

Name of seller Address and to the War Production Board that:

(1) He is familiar with the specifications for caskets contained in Schedule A of L-64, and

(2) This casket will be used for a body of such size that no casket produced in conformance with the dimensions specified in Schedule A of L-64 will be adequate.

Name of purchaser _____

Address _____

By _____
(Signature of purchaser or duly authorized agent)

A manufacturer or jobber may rely upon such certification unless he knows or has reason to believe it to be false. The standard form of certificate contained in Priorities Regulation No. 7 can not be used.

(f) *Reports.* Each manufacturer of caskets shall file with the War Production Board a catalogue illustration, photograph, snapshot (postcard size), or sketch of each design which he produces showing the casket closed and no lining,

except that head lid lining may be shown. Each design shall be identified by the factory catalogue number or other distinguishing identification which may be placed on the reverse side of each illustration submitted, together with the manufacturer's name and address.

(g) *Violations.* Any person who willfully violates any provisions of this order or who, in connection with this order, willfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(h) *Appeal.* Any appeal from the provisions of this order must be made on Form WPB-1477 and must be filed with the field office of the War Production Board of the district in which is located the plant to which the appeal relates.

(i) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to the War Production Board, Consumers Durable Goods Division, Washington 25, D. C., Ref: L-64.

(j) *Applicability of regulations and other orders.* This order and all transactions affected by it are subject to all applicable regulations of the War Production Board. If any other order of the War Production Board limits the use of any material in the production of caskets, shipping cases or burial vaults to a greater extent than does this order, the other order shall govern unless it states otherwise.

NOTE: The reporting provisions of this order have been approved by the Bureau of the Budget under the Federal Reports Act of 1942.

Issued this 29th day of June 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE A

Restrictions on size	Maximum dimensions (shown in inches)					Maximum inside dimensions of wood burial vaults and shipping cases used with caskets specified (shown in inches)			Net amount of lumber which may be contained in finished product (shown in board feet)		
	Length		Width		Height	Length	Width	Depth	Casket specified	Burial box	Shipping case
	Inside bottom edge	Over-all outside length	Inside top edge	Over-all outside width	Over-all outside height						
Institution caskets.....	75	81	22	24½	16	84	20½	17	40	65	69
Octagon and flaring square caskets without base and rail mouldings.....	75	81	22	24½	20	84	26½	21	55	71	75
Octagon and flaring square caskets with base and rail mouldings.....	75	81	22	26½	20	84	28½	21	63	73	77
Vertical square caskets.....	75	81	22	26½	20	84	28½	21	67	73	77

Burial boxes and shipping cases exceeding these dimensions may be produced for metal, plastic or extra size caskets provided that such caskets are not produced in violation of any rule, regulation, or order of the War Production Board. No manufacturer shall produce or accumulate extra size caskets in excess of the minimum amount necessary to satisfy demands pursuant to paragraph (e) of this order. Extra size caskets, burial vaults, and shipping cases may contain an additional net amount of lumber of 2½ board feet for each three inches of additional length and three board feet for each two inches of additional width.

Extra size caskets may be made in only three designs in addition to an institution or hospital casket design and shall be produced in multiples of three inches additional length and two inches in additional width.

A tolerance of one-half inch in length and one-fourth inch in width is permitted from the specifications of caskets and burial boxes contained in this schedule.

	Caskets	Burial vaults and shipping cases
Restrictions on lumber, laminated lumber and plywood.	Not more than 1 inch thick before milling operations, except: (1) 1½ inches before milling operations for ogee molding provided no backing strip is used on ogee. (2) 2 inches before milling operations for combined side and base or rail molding.	Not more than 1 inch thick before milling operations. Not more than 1 thickness of wood on any part, except: (1) top battens not exceeding 3 inches in width and 1 inch in thickness. (2) corner cleats not exceeding 2½ inches in width and 1 inch in thickness, and (3) 2 skids not exceeding 1 inch in width and thickness respectively.

SCHEDULE B—RESTRICTIONS ON LININGS, COVERING MATERIALS, PILLOWS AND FOOTROLLS FOR CASKETS

Definitions: The words "cotton fabric" in this Schedule mean any fabric containing less than 25% wool by weight, but of which the remaining fibers are 50% or more cotton by weight. The words "rayon fabric" mean any fabric containing less than 25% wool by weight, but of which the remaining fibers are more than 50% rayon by weight.

(a) No cotton or rayon fabrics may be contained in upholstery or interior lining except:

(1) Basic casket fittings: 4300 square inches cotton fabric and 5200 square inches rayon fabric.

(2) Half couch (amplex and simplex) casket fittings: 5600 square inches cotton fabric and 6500 square inches of rayon fabric.

(3) Hinged top (full couch and dropside) casket fittings: 4000 square inches cotton fabric and 9650 square inches rayon fabric.

Note: For the purpose of the restrictions in (1), (2) and (3) measurements of cotton and rayon fabrics must be computed while the fabric is lying flat before formation and shall include material in seams.

Note: The figures in (1), (2) and (3) above may be exceeded by 5% for oversize caskets. Metal and plastic caskets shall not be considered oversize unless their dimensions exceed 78 by 23 inches inside bottom measurements.

(b) No rayon fabric in the foot half of basic or half couch caskets.

(c) No rayon fabric in bed covering of any casket.

(d) No aprons or overlays in basic caskets.

(e) No plus effects on lids (panels) or ogee on any casket.

(f) No apron, overlay or throwout on a half couch casket shall exceed 12 inches width or 30 inches length, (over-all finished measurements).

(g) No extendover on hinged top casket shall exceed 5 inches in width. Measurements shall be taken from inside top edge of casket body side.

(h) No footrolls or separate mattresses made from woven fabric in any casket, nor more than one pillow in any casket.

(i) Notwithstanding the provisions of this schedule, manufacturers may use any interior linings in their inventory which were completely fabricated before June 29, 1945, until August 29, 1945.

(j) No casket covering shall contain more than 6.3 square yards of cotton or rayon fabrics. Extra size caskets exceeding the specifications in Schedule A may contain, in addition to 6.3 square yards, 250 square inches of cotton or rayon fabrics for each additional 3 inches in length, as well as 250 square inches for each additional 2 inches in width, and may contain an additional 350 square inches for each additional 2 inches in height. (For the purposes of this schedule each yard contains 1296 square inches.)

[F. R. Doc. 45-11555; Filed, June 29, 1945; 11:11 a. m.]

Chapter XI—Office of Price Administration

PART 1305—ADMINISTRATION

[Gen. RO 5¹, Amdt. 107]

FOOD RATIONING FOR INSTITUTIONAL USERS

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

General Ration Order is amended in the following respects:

1. Section 3.1 (d) is amended by changing the parenthetical sentence at the end of that section to read as follows: "(There is an exception to this rule in the case of certain educational and eleemosynary Group III establishments, covered in section 28.7 (f).)"

2. Section 9.9 (d) is amended by changing the reference to "section 28.9" in the first sentence of that section to read "section 28.7".

3. Section 13.4 (a) is amended by changing the parenthetical sentence at

the end of that section to read as follows: "(There is an exception to this rule as far as registration is concerned in the case of certain educational and eleemosynary Group III establishments, covered in section 28.7 (f).)"

4. Section 15.4 (a) (3) is amended to read as follows:

(3) The rules contained in (1) and (2) above do not apply to home processed foods or to processed foods produced in accordance with section 28.6. Transfers of those foods are governed by sections 28.2, 28.5, and 28.6.

5. Section 15.5 (b) (2) is amended to read as follows:

(2) Home processed foods with respect to which a Group II, III, IV, V or VI institutional user was charged with an excess inventory under section 28.5.

6. Section 15.5 (b) (3) is amended to read as follows:

(3) Processed foods with respect to which a Group II, III, IV, V or VI institutional user was charged with an excess inventory under section 28.6.

7. Article XXVIII is amended to read as follows:

ARTICLE XXVIII—HOME PROCESSING BY INSTITUTIONAL USERS

SEC. 28.1 *Explanation of terms*—(a) *Home processed foods*. Processed foods which are produced in a "kitchen" are "home processed foods". "Kitchen" is a place principally used for the preparation of meals, or for the demonstration of such preparation, such as a kitchen in a school or in a home economics center.

(b) *Processed foods which may be treated as home processed foods*. Certain types of processed foods, although not produced in a kitchen, may be treated as though they were home processed foods. Those foods are covered by section 28.3.

SEC. 28.2 *Home processing provisions for Group I users*. (a) A Group I institutional user may not use the War Ration Books of the persons who live and eat at his establishment in order to obtain sugar for home processing. However, those persons may obtain sugar for home processing in the same way as consumers under Second Revised Ration Order 3, and a Group I institutional user may use the home processed foods produced with such sugar for the purpose of feeding such persons.

(b) A Group I institutional user may use and transfer home processed foods which he produces in the same way as a consumer under Revised Ration Order 13.

SEC. 28.3 *Institutional users who produce processed foods in places other than a kitchen*. (a) An institutional user may produce processed foods in a place other than a kitchen but in facilities which do not differ substantially from those ordinarily found in a kitchen and which clearly are not commercial-scale processing facilities. For example, a state prison may have on its premises, in addition to its "kitchen", a separate place containing facilities used for proc-

essing foods, which are of a type similar to those normally used by such institutions in kitchens. An institutional user who has such a place and facilities may apply to the Board in writing for permission to treat the processed foods produced there as home processed foods. He must describe the facilities he intends to use, the purposes for which those facilities are ordinarily used, the total amount of processed foods he expects to produce there, and the disposition to be made of such processed foods. If the Board finds that the facilities used are not commercial-scale processing facilities, and do not differ substantially from those normally used by such institutional users in kitchens, it shall notify the applicant that the food so produced may be treated as home processed foods. After such notification, the foods may be treated, for all purposes, as though they were home processed foods.

SEC. 28.4 *Sugar allotments for producing home processed foods from fresh fruits*—(a) *Who may apply*. (1) An institutional user (other than a Group I user) may apply for an allotment of sugar to be used in producing home processed foods from fresh fruits, if such foods are to be produced in his kitchen (section 28.1 (a)), or in a place like a kitchen (section 28.3).

(2) A government or government agency (for example, a federal prison or state asylum) may apply for an allotment of sugar to be used in producing processed foods from fresh fruits in commercial-scale processing facilities for use in its Group II or eleemosynary or educational Groups III, V, or VI establishment.

(b) *Application*. Application must be made to the Board on OPA Form R-315 and must state:

(1) The name and address of the place where the home processed foods will be produced;

(2) The type and location of the facilities to be used;

(3) The number of pounds of sugar needed;

(4) The number of pounds of home processed foods (other than jams, jellies, preserves, marmalades or fruit butters) to be produced from fruit and fruit juices;

(5) The number of pounds of prepared fruit (or pints of fruit juices) to be used in making jams, preserves and marmalades;

(6) The number of pounds of prepared fruit (or pints of fruit juices) to be used in making jellies and fruit butters;

(7) The disposition to be made of such processed foods;

(8) If the applicant is a Group III or IV user he shall state the amount of sugar if any obtained from the Board for home canning during 1944.

(c) *Amount of allotment*. The Board may grant an allotment of sugar in an amount not exceeding:

(1) One (1) pound for each four (4) quarts (or 8 pounds) of finished home processed foods (other than jams, jellies, preserves, marmalades or fruit butters) produced from fruit and fruit juices;

(2) One (1) pound of sugar for each pound of prepared fruit used for mak-

¹ 8 F.R. 10002, 11479, 11480, 11676, 12403, 12483, 12744, 14472, 15488, 16787, 17485; 9 F.R. 401, 455, 692, 1810, 2212, 2252, 2287, 2476, 2789, 3030, 3075, 3340, 3577, 3704, 4196, 4393, 4647, 4873, 5041, 5232, 5684, 5826, 5919, 6108, 6504, 6628, 7167, 7260, 7703, 7770, 8242, 8813, 8952, 10069, 10578, 12121, 12449, 13919.

ing jams, preserves, and marmalades;

(3) One (1) pound of sugar for each two (2) pounds of prepared fruit (or one pint of fruit juice) used for making jellies and fruit butters.

However, the amount of sugar granted for producing jams, jellies, preserves, marmalades and fruit butters shall not exceed five (5) pounds of sugar for each 1,000 persons served meals during the year 1944. Moreover, a Group III or IV user who did not obtain sugar for home canning in 1944 or who did obtain sugar for this purpose but failed to properly account for such sugar is not eligible, for a home canning allotment in 1945. If he is eligible, the amount of the allotment in 1945 shall not exceed the amount he received for this purpose in 1944.

(d) *Issuance of ration evidences.* The Board shall issue ration evidences for the amount of the allotment. However, if the applicant has an excess inventory of sugar, the amount of that excess inventory shall be deducted from the amount to be issued. Any excess inventory so deducted shall be cancelled.

SEC. 28.5 *Home processed foods; general provisions—(a) Report of amount produced and excess inventory charge.* An institutional user (other than a Group I user) who produces home processed foods in any allotment period, except in the way described in section 28.7, must report to the Board, when he next applies for regular allotments, the total amount of such foods produced by him. The Board shall charge him with an excess inventory of processed foods equal to the point value of the home processed foods which he produced. (The point value of home processed foods is fixed on the official Table of Point Values). This excess inventory charge may be apportioned, at his request, over a period of time not exceeding one year from the date of such report. If he operates separately registered establishments, he may have this excess inventory charged against those establishments in such proportions as he chooses. For the purposes of section 15.2 of this order, home processed foods used by an institutional user are to be included (at their point value at the time they were used) in determining the amount of processed foods he used during an allotment period.

(b) *Transfers of home processed foods.* An institutional user may sell or transfer home processed foods produced by him only if he gets from the transferee points equal to the point value of those foods. However, he need not give up points for the movement of such foods to his establishment which was charged with excess inventory under paragraph (a), or to any of his other establishments in the same group or registered together. (A movement of such foods to one of his establishments, which was registered separately, is treated as a transfer to another person.) He is not required to register as a processor or make reports, but must keep a record of any transfer, showing the amount and date of the transfer and the name and address of the person to whom the transfer is made. He must give up to the Board, on or before the tenth day of the next month,

points received from such transfer during any month, but he is to be credited with any excess inventory charged against him under paragraph (a).

SEC. 28.6 *Special provisions for processed foods produced by a government agency in commercial-scale facilities—*

(a) *General.* In some cases a government or government agency which operates one or more Group II or eleemosynary or educational Group III, V or VI establishments, produces processed foods in commercial-scale processing facilities, primarily for use in the preparation and service of food in such establishments.

(b) *Report of amount produced and excess inventory charge.* The government or government agency shall at the same point value they would have if they were home processed foods make the report and be charged with excess inventory for the foods so produced by it in the way provided in section 28.5 (a) for the purposes of section 15.2, such processed foods are to be included (at the home processed foods point value at the time they were used) in determining the amount of processed foods used during an allotment period.

(c) *Transfers of such foods.* It may sell or transfer such processed foods to other Group II or eleemosynary Group III, V or VI institutional user establishments operated by a government or government agency, or to the Lend-Lease Administration, or to the Army, Navy, Marine Corps or Coast Guard, at the point value they would have if they were home processed foods. A transfer to a separately registered establishment operated by it, which was not charged with excess inventory under paragraph (b), may be made only for points. However, no points need be given up for a transfer of such foods to an establishment operated by it and registered together with it, or which was charged with excess inventory under paragraph (b). For this purpose, it need not register as a processor or make reports but it must keep a record and surrender points to the Board in the way required in section 28.5 (b), and be credited for any excess inventory already charged in the way described in that section. Transfers to any person or establishment other than those mentioned in this paragraph may be made only at the regular point value of such processed foods, not at the home processed foods rate as fixed by Revised Supplement 1 to Revised Ration Order 13, and the government or government agency making such transfers must register as a processor as to all such transfers, and must file reports as required by section 3.2 of that order.

SEC. 28.7 *Special provisions for Group II and eleemosynary and educational Group III, V and VI users—(a) General.* Some Group II and eleemosynary and educational Group III, V and VI institutional use processed foods:

(1) Produced by them from fruits or vegetables grown by them or given to them by a person who grew them and does not ordinarily market his produce commercially, or

(2) Produced by them from fruits or vegetables which were part of a local

surplus acquired by the War Food Administration and transferred to them, or

(3) Given to them by a person who does not ordinarily market his produce commercially, or

(4) Given to them by another Group II or eleemosynary or educational Group III, V or VI user.

There is no restriction on the total amount of processed foods of this type that such an institutional user is entitled to use during an allotment period, and it is not charged with any excess inventory by reason of its production and acquisition of such foods. Regardless of any other provision in this Article, the provisions of this section apply to such foods.

(b) *Accounting.* (1) When an institutional user, of the type described above, who produced processed foods of the type described in paragraph (a), applies for regular allotments, it must account to the Board for points equal to the point value of such foods which it used during the preceding allotment period at the same rate they would have if they were home processed foods. However, the number of points for which it is required to account for each item (e. g., canned peas or tomatoes) of such foods that it used, shall not exceed 10% of its processed foods allotments (regular or supplemental) for the preceding allotment period. The total amount for which it is required to account shall not exceed such allotments. For example, if such an institutional user was granted an allotment for the March-April period of 5,000 points of processed foods and it used 2,000 points' worth of tomatoes during that period, it must account only for 500 points (10% of 5,000 points) when applying for its May-June allotment.

(2) When it applies for its regular allotments, it must attach to its application a statement showing, by item, the amount of such foods it used, in the preceding period. It must, at such time, give up to the Board, in the way described in paragraph (b) (1), points equal to the point value of such foods used in the preceding period. It need not, in any case, give up points for more than the amount of its processed foods allotment for the preceding period. If it does not give up the number of points required, it shall be charged with excess inventory for the difference between the number given up and the number required.

(c) *Transfers.* Any Group II or eleemosynary or educational Group III, V or VI user may transfer foods covered by this section to any other such user point-free.

(d) *Government agencies.* Where a government or government agency which operates a Group II or eleemosynary or educational Group III, V, or VI establishment produces processed foods in commercial-scale facilities, primarily for use in such establishments, from fresh fruits and vegetables of the kind described in this section, the provisions of this section rather than those of section 28.6 apply. (However, section 28.6 applies to transfers of those foods to, and use of them by, any other person or establishment as well as to processed

foods produced from fruits and vegetables not covered by this section.)

(e) *Sugar allotments.* This section does not affect the method of obtaining sugar allotments for producing processed foods. Such allotments are covered by section 28.4.

(f) *Registration.* An institutional user may not register eleemosynary or educational Group III establishments together with Group III establishments which are not eleemosynary or educational.

This amendment shall become effective July 3, 1945.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11580; Filed, June 29, 1945;
11:53 a. m.]

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[MPR 435, Amdt. 9]

NEW BICYCLE TIRES AND TUBES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Maximum Price Regulation 435 is amended in the following respects:

1. Paragraph (c) (2) of Appendix A is amended to read as follows:

(2) *Maximum prices*—(i) *Certain synthetic assemblies.* The maximum price for any sale or delivery to which this paragraph applies of a standard grade synthetic bicycle tire assembly, consisting of rim strip, tube, and tire, in the following size, shall be:

Size: Maximum price for assembly, each
26 x 2.125-----\$3.25

(ii) The maximum price for any sale or delivery to which this paragraph applies of a tire, tube, and rim strip assembly other than specified in (i) above, shall be the highest net price which the seller had in effect to the same purchaser during March 1942 for original equipment sales involving tires and tubes of the same brand as those now being priced. If the seller had no price in effect to the same purchaser during March 1942 for the original equipment sale of the same brand, the maximum price shall be a price in line with the maximum prices that this paragraph specified, authorized by the Office of Price Administration, Washington, D. C., upon application in writing by the seller for such an authorization.

2. Table IA of Appendix A, Table IC of Appendix C, and Table ID of Appendix D are amended by substituting the brand name "Zephyr" for the word "Greyhound" wherever the latter appears in each table.

This amendment shall become effective July 5, 1945.

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11570; Filed, June 29, 1945;
11:49 a. m.]

No. 130—8

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 422,¹ Amdt. 48]

CEILING PRICES OF CERTAIN FOODS SOLD AT RETAIL IN GROUP 3 AND GROUP 4 STORES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Maximum Price Regulation No. 422 is amended in the following respects:

1. In section 39 (a) the item "Grapes" is added in alphabetical order to list (2) in Table B-I, to read as follows:

TABLE B—MARK-UPS OVER "NET COST" ALLOWED TO GROUP 3 AND GROUP 4 RETAILERS FOR PERISHABLES COVERED BY THIS REGULATION BY COMMODITIES

I. Food commodities	Allowed mark-ups over net cost		"Selling unit" in which ceiling price must be calculated
	Group 3. Retailer other than independent with annual volume under \$250,000	Group 4. Any retailer with annual volume of \$250,000 or more	
(2) Fresh fruits: Grapes.	Percent 40	Percent 40	1 pound.

2. In section 39 (b) (2), the following definition is added in alphabetical order: "Grapes" means all varieties of the vinifera type of California juice grapes and California and Arizona fresh table grapes including but not limited to Alicante, Almeria, Emperor, Red Malaga, White Malaga, Ribier, Thompson Seedless, Tokay and Zinfandel. Each variety shall be considered a separate item and priced separately.

This amendment shall become effective July 5, 1945.

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

Approved: June 20, 1945.

MARVIN JONES,
War Food Administrator.

[F. R. Doc. 45-11572; Filed, June 29, 1945;
11:51 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[MPR 423,² Amdt. 46]

CEILING PRICES OF CERTAIN FOODS SOLD AT RETAIL IN INDEPENDENT STORES DOING AN ANNUAL BUSINESS OF LESS THAN \$250,000 (GROUP 1 AND GROUP 2 STORES)

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Maximum Price Regulation No. 423 is amended in the following respects:

1. In section 28 (a), the item "Grapes" is added in alphabetical order to list (2) in Table B-I, to read as follows:

¹ 10 F.R. 1505, 2024, 2297, 3814.

² 10 F.R. 1523, 2025, 2298, 3814.

TABLE B—MARK-UPS OVER "NET COST" ALLOWED TO GROUP 1 AND GROUP 2 RETAILERS FOR PERISHABLES COVERED BY THIS REGULATION BY COMMODITIES

I. Food commodities	Allowed mark-up over net cost—Independent retailers with annual volumes		"Selling unit" in which ceiling price must be calculated
	Group 1. Under \$50,000	Group 2. \$50,000 but less than \$250,000	
(2) Fresh fruits: Grapes.	Percent 40	Percent 40	1 pound.

2. In section 28 (b) (2), the following definition is added in alphabetical order: "Grapes" means all varieties of the vinifera type of California juice grapes and California and Arizona fresh table grapes including but not limited to Alicante, Almeria, Emperor, Red Malaga, White Malaga, Ribier, Thompson Seedless, Tokay and Zinfandel. Each variety shall be considered a separate item and priced separately.

This amendment shall become effective July 5, 1945.

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

Approved: June 20, 1945.

MARVIN JONES,
War Food Administrator.

[F. R. Doc. 45-11573; Filed, June 29, 1945;
11:51 a. m.]

PART 1360—MOTOR VEHICLES AND MOTOR VEHICLE EQUIPMENT

[R 2B,³ Amdt. 21]

PASSENGER AUTOMOBILES

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

Ration Order No. 2B is amended in the following respects:

1. The headnote of section 1.1 and paragraph (a) thereof are amended to read as follows:

SEC. 1.1 *What this order covers.* (a) The provisions of this Ration Order No. 2B apply to all new 1942 passenger cars. The only provisions of this Order which apply to used 1942 passenger cars are those in section 2.15 relating to records which persons engaged in the business of selling or renting passenger cars are required to keep. A "1942 passenger car" means any 1942 automobile, or the chassis thereof, with a seating capacity of not more than ten persons, including taxicabs but not including ambulances, hearses, station wagons or vehicles designed and built for the armed forces.

2. Section 1.2 is amended by inserting the word "new" immediately preceding the numeral "1942" wherever it appears.

³ 8 F.R. 2483, 5317, 5531, 5678.

3. The headnote of section 1.3, and the text preceding paragraph (a) (1) are amended to read as follows:

SEC. 1.3 Who may get a new 1942 car—
(a) *Eligibility based on use of car.* The following persons, or their employers, who need a car principally for one or more of the following purposes, and who do not already have the use of a serviceable or repairable car for the specified purpose, may acquire a new 1942 car for use.

4. Section 1.3 (a) (8) is amended to read as follows:

(8) Any person engaged in the rental car business, for the exclusive purpose of leasing the car to the holder of a certificate for a new 1942 car in exchange for his certificate. After the termination of the original lease of the car acquired under this subparagraph, the car may be leased to anyone.

5. Section 1.3 (b) is revoked.

6. The first sentence of section 1.4 (b) is amended to read as follows: "A separate application shall be filed on Form R-213 for each new 1942 car."

7. Section 1.5 (b) is revoked and sections 1.5 (d) and (f) are amended to read as follows:

(d) A certificate for a new 1942 car may only be used to acquire a new 1942 car.

(f) The parts of the certificate shall be disposed of according to the instructions on the certificate. However, when a certificate holder contracts to lease a new 1942 car from an automobile rental agency, the certificate shall be surrendered to the agency which shall retain Parts B and C in its permanent files and attach Part A to its application for a new 1942 car under section 1.3 (a) (8).

8. Sections 1.6, 1.6a and 1.7 are revoked.

9. Section 1.8 is amended to read as follows:

SEC. 1.8 How 1942 cars are registered.
(a) A new 1942 car may be registered only if the person seeking to register it presents to the registrar of automobiles a ration certificate or clearance statement issued to him covering the car sought to be registered.

(b) There are no restrictions imposed by this order on the registration of a used 1942 automobile by any person in any state.

(c) The Regional Administrator may authorize the registration of title to new 1942 cars held for sale without a clearance statement or ration certificate in any state whose law requires such registration. If the Regional Administrator has authorized such registration, any person holding a new 1942 car in the state for sale may register its title. However, no person shall register a new 1942 car for use except as provided in paragraph (a) of this section.

10. Section 1.9 (a), (b) and (e) are revoked.

11. Section 2.1 and the chapter heading preceding it are revoked.

12. Section 2.5 (a) is amended by adding the word "new" immediately preceding the phrase "1942 car" wherever it occurs.

13. Section 2.6 is amended to read as follows:

SEC. 2.6 Unrestricted transfers. The following transfers of a new 1942 car may be made without certificate, clearance statement or report:

(a) A person may reacquire a new 1942 car which has been taken or withheld from his possession, including a car taken by or on behalf of the owner of the security interest in the car.

(b) A new 1942 car may be transferred to or from a common or contract carrier in the course of its shipment; it may be transferred to a public warehouse, repair shop or garage for repair or storage; and it may be returned to the person from whom it was received. This paragraph does not permit a transfer between the shipper and the person to whom the car is shipped.

14. Section 2.7 is amended to read as follows:

SEC. 2.7 New 1942 cars held by dealers may be driven only for restricted purposes. A person engaged in the business of selling automobiles (or his employee) may use a new 1942 car:

(a) For the purpose of demonstrating it to a person who is interested in purchasing the car;

(b) To move it from a sales establishment or place of storage to another sales establishment or place of storage.

15. Section 2.8 (a) is amended to read as follows:

(a) A dealer who does not post the notice set forth in subparagraph (1) in the manner described, or who does not, under the conditions set forth in subparagraph (2), sell a new 1942 car which he holds for sale, may be prohibited from acquiring for sale and from transferring any car which is rationed under this order or which may be rationed under subsequent orders of the Office of Price Administration. Every new 1942 car owned by a dealer is deemed to be "held for sale" unless the dealer has sold or contracted to sell it to a person who has delivered a certificate to him.

(1) The notice shall be typed or printed, not less than 18 x 24 inches in size, and must be posted in a place and manner which will make it plainly visible to prospective buyers. It shall be headed "Rationed 1942 Cars Held for Sale" and shall list the make, body type, serial number and engine number of each new 1942 car currently held for sale. Following the listing of cars shall be a certification signed by the dealer or his authorized agent in the following form: "The above is a complete and current list of all new 1942 cars held for sale by the undersigned dealer." A dealer who holds no new 1942 cars for sale shall post a notice in the same manner as if he had cars for sale, stating "None" between

the heading and the certification. The notice is deemed to be a representation to the Office of Price Administration that the dealer has not omitted from the notice any car held for sale.

(2) A dealer must sell any new 1942 car which he holds for sale to the holder of a certificate who tenders the maximum price for the car as established by the Office of Price Administration, in cash, or by a cashier's or a certified check, or who offers to sign the security instruments and has the financial and legal qualifications customarily required of a purchaser, or who presents a purchase order of a government or government agency.

16. In section 2.10 (a) the word "new" is added immediately preceding the numeral "1942" wherever it appears.

17. Section 4.1 is amended to read as follows:

SEC. 4.1 Prohibitions on the transfer, registration, alteration and use of new 1942 cars. (a) No person shall transfer or acquire (or offer to transfer or acquire) a new 1942 car or shall alter, register, use or permit the alteration, registration or use of a new 1942 car except as permitted by the provisions of this order. These provisions apply regardless of any conflicting private agreement or obligation.

(b) A used 1942 car may be transferred, acquired, altered, registered or used without restriction.

This amendment shall become effective July 2, 1945.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421 and 507, 77th Cong., E.O. 9125, 7 F.R. 2719, WPB Dir. No. 1, 7 F.R. 563, Supp. Dir. IX, 9 F.R. 8776)

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11579; Filed, June 29, 1945; 11:52 a. m.]

PART 1388—DEFENSE-RENTAL AREAS [Designation and Rent Declaration 31, Amdt. 34]

DESIGNATION OF CERTAIN AREAS AND RENT DECLARATIONS RELATING TO SUCH AREAS

In § 1388.1341 of Designation and Rent Declaration 31, items 35, 38, and 41 are amended and items 186-191, inclusive, are added to read as follows:

(35) South Carolina, South Carolina, That portion of the State of South Carolina not designated prior to October 5, 1942 by the Price Administrator as part of any defense-rental area, except the Counties of Colleton, Darlington, Florence, Georgetown, Marion, and Orangeburg and in the County of Horry, the Townships of Conway, Dogwood Neck, and Socastee.

(38) Texas, Texas, That portion of the State of Texas not designated prior to Octo-

19 F.R. 5823, 5915, 7329, 7431, 9265, 9513, 11540, 11796, 12866, 14061, 15059, 15156; 10 F.R. 1103, 2406.

ber 5, 1942 by the Price Administrator as part of any defense-rental area, except the Counties of Bee, Brazos, Brewster, Collin, Collingsworth, Cottle, Denton, Gregg, Hall, Hardeman, Kerr, Smith, Uvalde, Val Verde, Webb, Winkler, Wood, and that portion of the City of Winnsboro in Franklin County and Justices' Precincts 1, 6, and 7 in the County of Caldwell.

(41) Virginia, Virginia, That portion of the State of Virginia not designated prior to October 5, 1942 by the Price Administrator as part of any defense-rental area, except the Counties of Accomac, Frederick, Northampton, Roanoke, Shenandoah, and Warren, and the Independent Cities of Danville, Roanoke and Winchester, and in Pittsylvania County, the Magisterial Districts of Tunstall

and Dan River, and in Rockbridge County, the Magisterial District of Lexington.

(186) Darlington, South Carolina, Darlington.

(187) Georgetown, South Carolina, Georgetown.

(188) Marion, South Carolina, Marion.

(189) Winkler County, Texas, Winkler.

(190) Lexington, Virginia, Virginia, In the County of Rockbridge, the Magisterial District of Lexington.

(191) Winchester, Virginia, Independent City of Winchester, and the Counties of Frederick and Shenandoah.

This amendment shall become effective July 1, 1945.

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11566; Filed, June 29, 1945; 11:47 a. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Hotels and Rooming Houses¹, Amdt. 59]

HOTELS AND ROOMING HOUSES

Items 278a, 279a, 280c, 333b, 342a and 345b are added to Schedule A of the Rent Regulation for Hotels and Rooming Houses to read as follows:

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(278a) Darlington.....	South Carolina.....	Darlington.....	Jan. 1, 1944	July 1, 1945	Aug. 15, 1945
(279a) Georgetown.....	South Carolina.....	Georgetown.....	July 1, 1944	July 1, 1945	Aug. 15, 1945
(280c) Marion.....	South Carolina.....	Marion.....	Mar. 1, 1944	July 1, 1945	Aug. 15, 1945
(333b) Winkler County.....	Texas.....	Winkler.....	Mar. 1, 1944	July 1, 1945	Aug. 15, 1945
(342a) Lexington, Virginia.....	Virginia.....	In the County of Rockbridge, the Magisterial District of Lexington.	Mar. 1, 1944	July 1, 1945	Aug. 15, 1945
(345b) Winchester.....	Virginia.....	Independent City of Winchester and the Counties of Frederick and Shenandoah.	Mar. 1, 1944	July 1, 1945	Aug. 15, 1945

This amendment shall become effective July 1, 1945.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11565; Filed, June 29, 1945; 11:47 a. m.]

PART 1388—DEFENSE-RENTAL AREAS

[Housing,² Amdt. 64]

HOUSING

Items 278a, 279a, 280c, 333b, 342a and 345b are added to Schedule A of the Rent Regulation for Housing to read as follows:

Name of defense-rental area	State	County or counties in defense-rental areas under rent regulation for housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(278a) Darlington.....	South Carolina.....	Darlington.....	Jan. 1, 1944	July 1, 1945	Aug. 15, 1945
(279a) Georgetown.....	South Carolina.....	Georgetown.....	July 1, 1944	July 1, 1945	Aug. 15, 1945
(280c) Marion.....	South Carolina.....	Marion.....	Mar. 1, 1944	July 1, 1945	Aug. 15, 1945
(333b) Winkler County.....	Texas.....	Winkler.....	Mar. 1, 1944	July 1, 1945	Aug. 15, 1945
(342a) Lexington, Virginia.....	Virginia.....	In the County of Rockbridge, the Magisterial District of Lexington.	Mar. 1, 1944	July 1, 1945	Aug. 15, 1945
(345b) Winchester.....	Virginia.....	Independent City of Winchester, and the Counties of Frederick and Shenandoah.	Mar. 1, 1944	July 1, 1945	Aug. 15, 1945

This amendment shall become effective July 1, 1945.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11564; Filed, June 29, 1945; 11:47 a. m.]

¹ 10 F.R. 3452, 3555, 3556, 3950, 4713, 5089, 5576, 5579, 6400.

² 10 F.R. 3436, 3555, 3951, 4714, 4713, 5089, 5577, 5603, 6074, 6400.

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[Rev. RO 5C, Corr. to Amdt. 5]

MILEAGE RATIONING: GASOLINE REGULATIONS

In item 2 of Amendment No. 5 to Revised Ration Order 5C, § 1394.7706 (q) (9) is corrected by substituting the reference "§ 1394.7706 (o)" for the reference "1394.7706" in the two places it appears.

This correction shall become effective June 9th, 1945.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421 and 507, 77th Cong.; Pub. Law 509, 78th Cong.; WPB Dir. No. 1, Supp. Dir. No. 1Q, 7 F.R. 562, 9121, 8 F.R. 9492, 9868, 9 F.R. 8775, 12338, 13039; E.O. 9125, 7 F.R. 2719)

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11578; Filed, June 29, 1945; 11:52 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Control Order 1,³ Amdt. 9]

LIVESTOCK SLAUGHTER AND MEAT DISTRIBUTION

A rationale for this amendment has been issued simultaneously herewith and

³ 10 F.R. 4605.

has been filed with the Division of the Federal Register.

Control Order 1 is amended in the following respects:

1. Section 17 (b) is amended by substituting for the first sentence the following: "A Board may not act upon any application under (a)."

2. Section 17 (c) is added to read as follows:

(c) (1) Any Class 2 slaughterer who supplied during 1944 to his own Group II or Group V institutional user establishments (as defined in General Ration Order 5) meat derived from livestock slaughtered by him, or custom slaughtered for him, may apply for an adjustment of his quotas for any quota period to enable him to continue to supply from livestock slaughtered by him, or custom slaughtered for him, during the quota period in question, the meat requirements of those establishments, in the same proportion as such requirements were supplied by him from such slaughter during the corresponding base period.

(2) The application must be made on OPA Form R-315, in duplicate, to the District Office with which his Class 2 slaughtering establishment is registered, before the expiration of the allotment period which contains all or any part of the quota period, and must show:

(i) His name, the address of his Class 2 slaughtering establishment and the OPA license number or numbers issued to him for such establishment;

(ii) The names and addresses of the Group II and Group V institutional user establishments currently operated and operated by him during the base period and to which he supplies, and during the base period supplied, meat derived from livestock slaughtered by him or custom slaughtered for him;

(iii) The quota period for which the adjustment is requested;

(iv) The quantity (by weight) of the quota base which represents livestock slaughtered during the base period to supply meat to the establishments specified in (ii). (This is to be determined by multiplying the weight of the meat so supplied by the appropriate conversion factors in Table II in Supplement No. 1 to this order. The way in which the quantity was arrived at must be shown.);

(v) The meats-fats allotments for meal services for those establishments for the allotment period which contains all or any part of the quota period for which the adjustment is requested;

(vi) The meats-fats allotments for meal services for those establishments for the corresponding allotment period in 1944; and

(vii) The amount of the adjustment he wishes as to his quotas for the period in question.

(3) If the District Office finds that the applicant supplied during 1944 to his own institutional user establishments specified in the application meat resulting from livestock slaughtered by, or custom slaughtered for him, and that he needs an adjustment of his quotas for the quota period in question to enable him to continue to supply to those establishments

meat derived from such slaughter in the same proportion as such establishments were so supplied during the corresponding base period, it may adjust any of his quotas for the quota period in question in the following way:

(i) Determine the quantity, by weight, of the quota base which represents livestock slaughtered during the base period to supply meat to the applicant's institutional user establishments specified in the application;

(ii) Divide the meats-fats allotments for meal services for such establishments for the allotment period which includes, in whole or in part, the quota period in question, by the establishments' meats-fats allotments for meal services for the corresponding allotment period in 1944;

(iii) Multiply the result in (i) by the result in (ii);

(iv) Determine the quota for the portion, if any, of the quota base not included in (i);

(v) Add the result in (iv) to the result in (iii);

(vi) The result in (v) is the applicant's adjusted quota for the quota period in question.

(4) Any Class 2 slaughterer who is granted an increase in quota under this paragraph (c) may use the portion of the adjusted quota determined by (3) (iii) only to the extent that he supplies his institutional user establishments specified in the application, meat derived from the slaughter of livestock included in that portion of the adjusted quota.

This amendment shall become effective July 3, 1945.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11574; Filed, June 29, 1945;
11:51 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Control Order 1¹, Amdt. 10]

LIVESTOCK SLAUGHTER AND MEAT DISTRIBUTION

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

Control Order 1 is amended in the following respects:

1. Section 21 (a) is amended by adding the following at the end of the paragraph:

"Wholesale cut", with respect to any species of meat, has the meaning given that term in OPA Revised Maximum Price Regulation 148 (swine), OPA Revised Maximum Price Regulation 169 (cattle and calves), or OPA Revised Maximum Price Regulation 239 (sheep and lambs), as the case may be.

¹ 10 F.R. 4605.

2. Section 24 is added to read as follows:

Sec. 24. Class 2 and Class 3 slaughterers must mark meats. (a) (1) Beginning July 15, 1945, every Class 2 and Class 3 slaughterer, before selling or transferring any meat resulting from slaughter of livestock by him, or custom slaughter of livestock for him, (except meat resulting from custom slaughter of livestock by him for the owner of such livestock), must mark on each accessible "wholesale cut" of such meat, whether in the entire carcass or detached therefrom, the number of the OPA license (OPA Form MC-5) or OPA permit (OPA Form MC-1) issued to him under which the livestock was slaughtered. In the case of a calf carcass with the skin on, he must mark such license or permit number only on the hind shanks and brisket. The marking must be clear and conspicuous and the numerals and letters must be at least 1/4 inch in height and width. The required marking may be made with a Kasher marking pencil or with a stamp or stencil, using marking fluid conforming with the following violet branding fluid formula:

	Ounces
Water.....	3.5
Grain alcohol.....	2.5
Cane sugar.....	1.0
Methyl violet.....	0.1

(The methyl violet is dissolved in alcohol and a portion of the water; the sugar is dissolved in the remaining portion of the water and added to the methyl violet solution. Thorough stirring facilitates solution of the methyl violet.)

(2) Any Class 3 slaughterer who sells or transfers to a consumer (as defined in Revised Ration Order 16) meat resulting from slaughter of livestock by him, or custom slaughter of livestock for him, (excepting meat resulting from custom slaughter of livestock by him for the owner of such livestock) may, instead of marking such meat in the manner provided in (1), firmly attach to each wholesale cut sold or transferred to the consumer, a tag showing clearly and conspicuously in ink or indelible pencil the number of the OPA permit issued to him under which the livestock was slaughtered.

(b) Before August 1, 1945, any Class 2 or Class 3 slaughterer may use, for the purpose of marking meats under this section, the number he was permitted to use for that purpose under War Food Order 75-1 instead of his OPA license or permit number specified in (a).

(c) Any Class 2 or Class 3 slaughterer who has an establishment number assigned by a Federal, State, county or city meat inspecting authority may use that number for the purpose of marking meats under this section instead of his OPA license or permit number specified in (a). However, if he wishes to do so on and after August 1, 1945 he must, before using that number for the purpose, notify, in writing, the Board or District Office with which his establishment is registered pursuant to this order, that he intends to use the establishment number assigned him by a Federal, State, county

or city meat inspecting authority instead of his OPA license or permit number. The notice must state:

- (1) The number he intends to use;
- (2) The name of the agency which issued such number to him; and
- (3) The OPA license or permit number in place of which he intends to use that number.

In addition, he must enter that number on his applicable OPA Form MC-1 or OPA Form MC-5 immediately below the OPA license or permit number shown thereon.

(d) The marking requirements of this section shall not apply to meat transferred by a Class 2 slaughterer to a unit or department of such slaughterer for use in the preparation, manufacture or production of any product other than meat, if the meat so transferred resulted from slaughter of livestock by him or custom slaughter of livestock for him.

(e) Beginning July 15, 1945, a person who acquires a calf carcass with the skin on, may not sell, transfer or break such carcass after removal of the skin unless he marks on each accessible wholesale cut of such meat the establishment number or the OPA license or permit number marked on the hind shanks and brisket. The marking shall be made in the manner specified in (a) (1) of this section.

(f) Subject to (a) (2) and (d) of this section:

(1) Beginning July 15, 1945, a person may sell or transfer, and a person may acquire, any livestock carcass other than a calf carcass with the skin on, only if each accessible wholesale cut undetached from the carcass bears the marking required by this section or the Federal inspection marking (as required by the Regulations Relating to Meat Inspection, Title 9, Chapter II, Subchapter B, Code of Federal Regulations), unless he knows or has reason to believe that the carcass was sold or transferred before July 15, 1945 by the slaughterer who slaughtered the livestock (from which the meat was derived) or had it custom slaughtered for him;

(2) Beginning July 15, 1945, a person may sell or transfer, and a person may acquire, a calf carcass with the skin on, only if the hind shanks and brisket bear the marking required by this section, or the Federal inspection marking referred to in (1) above, unless he knows or has reason to believe that such calf carcass with the skin on was sold or transferred before July 15, 1945 by the slaughterer who slaughtered the livestock (from which the meat was derived) or had it custom slaughtered for him;

(3) Beginning July 15, 1945, a person may sell or transfer, and a person may acquire, a wholesale cut of meat detached from the carcass, only if the wholesale cut bears the marking required by this section or the Federal inspection marking referred to in (1) above, unless he knows or has reason to believe that such meat, whether in the entire carcass or detached therefrom, was sold or transferred before July 15, 1945 by the slaughterer who slaughtered the livestock (from which such meat was de-

rived) or had it custom slaughtered for him.

(g) Beginning July 15, 1945, no person shall alter, mutilate, obliterate, remove or otherwise tamper with any number marked on meat pursuant to this section, except to the extent that such mutilation, obliteration or removal is necessary in connection with (1) the preparation of such meat for use or service by an industrial user, an institutional user or a consumer (as those terms are defined in Revised Ration Order 16) or (2) the breaking of the wholesale cut into retail cuts of meat.

This amendment shall become effective July 3, 1945.

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11575; Filed, June 29, 1945;
11:51 a. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[Rev. RO 10, Amdt. 3]

FOOD RATIONING IN VIRGIN ISLANDS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Revised Ration Order 10 is amended in the following respects:

1. Section 1407.623 (a) (1) is revoked and the present § 1407.623 (a) (2) is redesignated § 1407.623 (a) (1).

2. Section 1407.687 is amended by deleting Table I and redesignating the present Table II as Table I.

3. Section 1407.704 is amended by deleting § 1407.704 (a) (1) and redesignating the present paragraphs (a) (2) and (a) (3) as (a) (1) and (a) (2) respectively.

This amendment shall become effective as of June 17, 1945.

Issued this 29th day of June 1945.

JACOB A. ROBLES,
Territorial Director,
Virgin Islands.

Approved:

JAMES P. DAVIS,
Regional Administrator,
Region IX.

[F. R. Doc. 45-11581; Filed, June 29, 1945;
11:53 a. m.]

PART 1418—TERRITORIES AND POSSESSIONS

[RO 20, Amdt. 4]

LAUNDRY SOAP IN VIRGIN ISLANDS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

¹ 10 F.R. 6515.

² 10 F.R. 2311.

Ration Order 20 is amended in the following respects:

1. Section 6.1 is added to read as follows:

SEC. 6.1 *How laundry soap is transferred to consumers.* A retailer may sell or transfer laundry soap to a consumer, and a consumer may receive or accept a transfer of laundry soap from a retailer only if the consumer at the time of the transfer gives up to the retailer a valid War Ration Book stamp or stamps, or a certificate authorizing such transfer issued by the Office of Price Administration, equal in value to the amount of laundry soap transferred.

2. Section 6.2 is added to read as follows:

SEC. 6.2 *Valid periods.* (a) A retailer may sell or transfer laundry soap to a consumer, and a consumer may receive or accept a transfer of laundry soap from a retailer only for the War Ration Book No. 2 stamps numbered as listed below and during the valid periods indicated as follows:

Valid periods	Red Stamps Valid during ration period (book No. 2)	Weight value of stamps
June 20, to July 19, 1945.	U-2	1 lb. laundry soap.
July 20, to Aug. 19, 1945.	U-5	Do.
Aug. 20, to Sept. 19, 1945.	U-8	Do.
Sept. 20, to Oct. 19, 1945.	V-1	Do.

(b) *Certificates.* A consumer's certificate issued by the Board shall be valid only for the period shown thereon.

3. Section 6.3 is added to read as follows:

SEC. 6.3 *How laundry soap is transferred to industrial or commercial users.*

(a) A wholesaler or retailer may sell or transfer laundry soap to an industrial or commercial user for use in connection with his business establishment, and an industrial or commercial user may receive or accept such transfer only if the latter, at the time of the transfer gives up to such wholesaler or retailer a certificate issued by the Office of Price Administration authorizing the transfer of an allotment of laundry soap equal in value to the amount of laundry soap being transferred.

(b) *Certificates.* An industrial or commercial user's certificate shall be valid only for the period shown thereon.

4. Section 6.4 is added to read as follows:

SEC. 6.4 *How laundry soap is transferred to institutional users.* (a) A wholesaler or retailer may transfer laundry soap to an institutional user and the latter may receive or accept such transfer only if he gives up to the wholesaler or retailer a certificate issued by the Office of Price Administration authorizing the transfer of an allotment of laundry soap equal in value to the amount of laundry soap transferred.

(b) *Certificates.* An institutional user's certificate shall be valid only for the period shown thereon.

This amendment shall become effective as of June 20, 1945.

Issued this 29th day of June 1945.

JACOB A. ROBLES,
Territorial Director,
Virgin Islands.

Approved:

JAMES P. DAVIS,
Regional Administrator,
Region IX.

[F. R. Doc. 45-11569; Filed, June 29, 1945;
11:49 a. m.]

PART 1418—TERRITORIES AND POSSESSIONS

[RMPR 373, Amdt. 4]

MISCELLANEOUS COMMODITIES IN HAWAII

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Revised Maximum Price Regulation 373 is amended in the following respects:

1. Section 21 is amended as follows:

a. The table following paragraph (c) (1) is amended by deleting the item "Beans, mung" and adding the item "Beans, mung (Certified)" and changing the wholesale price to \$38.55 per 100 lb. bag with the maximum retail price remaining \$0.48 per lb.

b. The prices for the item "Onions, dry Australian brown" as fixed by Amendment 1 to RMPR 373 are changed from \$4.35 to \$4.65 per 50 lb. bag at wholesale and from \$0.11 to \$0.13½ per lb. at retail.

c. The item "Onions, dry yellow" is deleted; and the following items are added: "Onions, white pickling," \$5.60 per 50 lb. bag at wholesale and \$0.16 per lb. at retail and "Potatoes, white" \$5.40 per 100 lb. bag at wholesale and \$0.07½ per lb. at retail.

d. A note is added reading as follows:

There may be added and there must be deducted at wholesale \$0.45 per 100 lbs. for each 1% of certified germination potential above or below 90%. At retail ½¢ per lb. may be added and must be deducted for each 1% of certified germination potential above or below 90%.

To be sold as certified mung beans the beans must bear the certification of any State Department of Agriculture in the United States. At wholesale they must be sold and delivered in the original container tagged by the packer. At retail they must be sold from the original container with the packer's tag attached and clearly displayed. The tag must state the percentage of germination potential certified and the name of the certifying agency.

At wholesale the maximum price for uncertified mung beans is the seller's landed cost multiplied by 1.15 but in no case may the maximum price so computed exceed \$38.55 per 100 lb. bag. At retail the maximum price for uncertified mung beans is the seller's net cost multiplied by 1.25 but in no case may the maximum price so computed exceed \$0.48 per lb.

e. The table following (d) (1) is amended as follows:

Delete "Grapefruit" as listed. Add item "Grapefruit, all sizes", \$5.10 per box at wholesale and \$0.11½ per lb. at retail.

Delete "Lemons" as listed. Add item "Lemons, all sizes", \$7.65 per box at wholesale and \$0.14½ per lb. at retail.

Delete "Oranges" as listed. Add item "Oranges, all sizes", \$6.20 per box at wholesale and \$0.12 per lb. at retail.

2. Section 49 is amended as follows:

a. Paragraphs (c) (4) and (c) (5) are hereby deleted.

b. Paragraph (d) (2) is amended to read as follows:

(2) Second-hand lumber, f. o. b. distribution yard per M b. m.

	Salvage	Reclaimed
Oak.....	\$150	\$200
All types except oak.....	40	60

Firewood "as is" at original source: \$2 per cord.
Salvage "as is" at original salvage source: \$15 per MBM.

Salvage f. o. b. trucks at original salvage source: \$20 per MBM.

c. Paragraph (e) is amended to read as follows:

(e) *Delivery charges.* (1) Where delivery is made by a trucker, an amount not to exceed the maximum price for delivery as allowed by applicable regulations.

(2) Where delivery is made with equipment owned or operated by the seller, an amount not in excess of the maximum price allowed by applicable regulations.

d. Paragraph (f) (4) is amended to read as follows:

(4) When any of the above charges for working at the yard or custom establishment are made, the seller must give the purchaser an invoice, bill of sale or other billing which must clearly state that the work was done at the distribution yard or at the custom establishment, and the amount must be separately shown.

e. Paragraph (g) is amended to read as follows:

(g) *What the invoice must contain.* All invoices must contain the date of sale, name and address of buyer and seller, a sufficiently complete description of the lumber, i. e., whether sold as salvage or reclaimed, the number of board feet sold, the price per board foot charged or received, and a separate itemization of any charges for delivery.

3. Section 61 is amended as follows:
a Paragraph (b) (3) is amended to read:

(3) For sales of any locally manufactured item of home-building materials, multiply the manufacturer's selling price by the applicable percentage markup (except in the case of brick for which ceiling prices in dollars and cents are provided) as shown in Appendix A.

b. Paragraph (h) (2) (v) is amended to read as follows:

(v) The price charged or received, and, in addition, in the case of sales to contractors, builders and industrial users, the maximum price established by this section for any of the classifications of

the following building materials as listed in Appendix A:

Finishing-builders hardware.
Knobs and handles.
Miscellaneous door hardware.
Window hardware.
Screen hardware.
Miscellaneous hardware.
Hinges.
Locks.
Insect screen cloth.
Wall Board (except plywood).
Masonite.
Flexboard.
Asbestos cement board.
Plasterboard.
Roofing materials (except clay tile roofing and wood shingles).
Composition and asbestos shingles.
Roll roofing.
Steel roofing.
Window glass.
Nails.
Stock doors, windows and screen millwork.

4. Appendix A is amended in the following respects:

a. The headings for the third and fourth columns are amended by striking out the words "or dollars-and-cents markup".

b. New headings are inserted for the third and fourth columns, opposite the item "Brick", etc., following "Steel roofing", reading as follows:

Classification	Description	Ceiling prices on sales to contractors, builders, industrial users and the U. S. Government	Ceiling prices to retail dealers
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c. Preceding the item "Window glass" insert the same headings as used at the beginning of the table.

This amendment shall become effective as of June 25, 1945.

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11567; Filed, June 29, 1945;
11:48 a. m.]

PART 1499—COMMODITIES AND SERVICES [SR 14C, Amdt. 6]

MODIFICATIONS OF MAXIMUM PRICES ESTABLISHED BY THE GENERAL MAXIMUM PRICE REGULATION FOR CERTAIN FOODS AND BEVERAGES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Section 5.4 is hereby revoked.

This amendment shall become effective July 5, 1945.

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11576; Filed, June 29, 1945;
11:52 a. m.]

¹ 10 F.R. 1165, 1704, 2618, 5458, 6308.

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 426, Incl. Amts. 1-112]

FRESH FRUITS AND VEGETABLES FOR TABLE USE, SALES EXCEPT AT RETAIL

A statement of the considerations involved in the issuance of this regulation, issued simultaneously herewith, has been filed with the Division of the Federal Register.²

§ 1439.3 *Maximum prices for fresh fruits and vegetables for table use, sales except at retail.* Under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders No. 9250 and 9328, Maximum Price Regulation No. 426 (Fresh Fruits and Vegetables for Table Use, Sales Except at Retail), which is annexed hereto and made a part hereof, is hereby issued.

ARTICLE I—APPLICABILITY, PURPOSES AND DEFINITIONS

Sec.

1. Commodities covered and operation of this regulation.
2. Sales of imported fresh fruits and vegetables.
- 2a. Individual authorization of maximum prices in certain cases.
3. Types of sales covered.
4. Geographical applicability.
5. Exempt sales.
6. Export sales.
7. Prohibition against sales above maximum prices.
8. Definitions.

ARTICLE II—ENFORCEMENT PROVISIONS AND MISCELLANEOUS PROVISIONS

9. Enforcement.
- 9a. Licensing.
10. Relationship between this regulation, Maximum Price Regulation No. 376 and the General Maximum Price Regulation.
11. Evasion.
12. Petitions for amendment.
13. Adjustable pricing.
- 13a. [Deleted]
14. Records.
- 14a. Notification provisions.

ARTICLE III—PRICE SCHEDULES

15. Appendices.
 - Appendix A. Revoked.
 - Appendix B. Revoked.
 - Appendix C. Revoked.
 - Appendix D. Revoked.
 - Appendix E. Revoked.
 - Appendix F. Revoked.
 - Appendix G. Revoked.
 - Appendix H. Maximum prices for certain fresh fruits and vegetables.
 - Appendix I. Maximum prices for citrus fruits.
 - Appendix J. Maximum prices for certain deciduous tree fruits.
 - Appendix K. Maximum prices for certain fruits.

AUTHORITY: § 1439.3 issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

ARTICLE I—APPLICABILITY, PURPOSES AND DEFINITIONS

SECTION 1. *Commodities covered and operation of this regulation.* (a) This

¹ 9 F.R. 11546.

² Statements of Considerations are also issued with amendments. Copies may be obtained from the Office of Price Administration.

regulation covers the fresh fruits and vegetables set forth in the Appendices to Article III, section 15, whether imported or domestic, except when sold for commercial processing.

(b) It is the purpose of this regulation to establish flexible price control for fresh fruits and vegetables (except when sold for commercial processing) in such manner that flat ceiling prices in dollars and cents may be computed and published in each community, or by zones or regions.

(c) For this purpose, this regulation provides either (1) a method for establishing dollar-and-cents ceilings for sales of fresh fruits and vegetables in carlots or truck lots at any wholesale receiving point and in less than carlots or less than truck lots in the markets served from the particular wholesale receiving point, or (2) a method for establishing dollar-and-cents ceilings for sales of fresh fruits and vegetables to retailers and institutional users. Sales by retailers are to be covered by other regulations now in effect, or to be issued.

(d) A general plan is set up by this regulation for establishing ceiling prices for fresh fruits and vegetables. Each fresh fruit and vegetable will be separately considered. Special provisions may be made for particular fresh fruits and vegetables, which do not apply generally. If any special provision is contrary to or inconsistent with any general provision, the special provision shall be controlling. The general provision shall apply to the extent that it is not contrary to or inconsistent with the special provision.

(e) The general plan is to establish maximum prices at certain points or levels in the distribution of fresh fruits and vegetables. The points of control will not necessarily be the same for all commodities. The ceiling prices may differ by season, regions, varieties, grades, or other factors.

[Paragraph (e) amended by Am. 55, 9 F.R. 10878, effective 9-1-44]

(f) Points of control, at which maximum prices are established will generally be one or more of the following:

(1) *Carlot or trucklot sales at any wholesale receiving point.* A ceiling price is established for sales in carlots, or trucklots at the wholesale receiving point. The ceiling price may be named in dollars and cents, at a particular wholesale receiving point (or by area or region) or a method may be given by which the ceiling price at a particular wholesale receiving point may be computed by adding to a given basing point price the freight from the basing point to the wholesale receiving point.

A pool car or pool truck, (that is, a car or truck containing one commodity owned by more than one seller or sold to more than one purchaser) shall be considered a carlot or trucklot.

[Above paragraph amended by Am. 3, 8 F.R. 10673, effective 7-29-43]

A "carlot sale" or a "trucklot sale" means a sale of a quantity of fresh fruits or vegetables transported in one car or

truck or other conveyance at one time out of which 75% or more by weight is sold to one person. The sale of the remaining quantity to another person or persons may be considered a less-than-carlot sale, or less-than-trucklot sale. The sale of that portion of the fresh fruits or vegetables moving in a mixed carlot or mixed trucklot with another commodity or commodities, must be on the basis of a "carlot sale" or "trucklot sale" if the entire carlot or trucklot or 75% thereof by weight is sold to one person.

[Subparagraph (1) amended by Am. 55, 9 F.R. 10878, effective 9-1-44, and as otherwise noted]

(2) *Less than carlot or trucklot sales in the market.* A ceiling price is established for less than carlot or trucklot sales at wholesale receiving points.

[Subparagraph (2) amended by Am. 55, 9 F.R. 10878, effective 9-1-44]

(3) [Revoked.]

[Subparagraph (3) amended by Am. 3, 8 F.R. 10673, effective 7-29-43; revoked by Am. 29, 9 F.R. 5926, effective 6-5-44]

(4) [Revoked.]

[Subparagraph (4) revoked by Am. 55]

(5) [Revoked.]

[Subparagraph (5) amended by Am. 12, 8 F.R. 16409, effective 12-3-43; revoked by Am. 29, 9 F.R. 5926, effective 6-5-44]

(6) The maximum prices for sales by purveyors of the fresh fruits and vegetables set forth in the Appendices to Article III, section 15, shall be those established by the regional or district offices (see section 2b). Until maximum prices are so established by the regional or district offices, the maximum prices for sales by purveyors shall be the maximum prices named in the Appendices to Article III, section 15, for less-than-carlot and less-than-trucklot sales to institutional users.

[Subparagraph (6) added by Am. 17, 9 F.R. 790 effective 1-19-44 and amended by Am. 64, 9 F.R. 12643, effective 10-21-44]

(g) Whenever used in this regulation, the terms "ceiling", "ceiling price", and "maximum price" all have the same meaning.

[NOTE: Supplementary Order No. 106 (10 F.R. 2015) permits, under certain conditions, the addition of special packing expenses to maximum prices on sales to procurement agencies of the United States.]

SEC. 2. *Sales of imported fresh fruits or vegetables.* This regulation applies not only to domestic fruit and vegetables but also to fruit and vegetables imported into the continental United States from a territory, possession or foreign country. However, as the regulation is drawn primarily for domestic produce, certain of its terms are inappropriate to imported produce. Accordingly, the maximum price for the first sale of imported produce after its entry into the continental United States must be determined as though the seller were a grower or country shipper under Appendix H or I, a grower-distributor under Appendix J, or a shipping point distributor under Ap-

pendix K. The maximum price for any sale of imported produce must be determined as though that produce has been produced at its port of entry and as though that were its country shipping point.

However, if the imported produce being priced was imported before February 14, 1945 the maximum price per unit at any wholesale receiving point shall be the maximum price for sales delivered at that wholesale receiving point for the most closely similar variety of the same kind of domestic produce applicable to the particular seller.

[Former Sec. 2 amended by Am. 3, 8 F.R. 10673, effective 7-29-43; Am. 17, 9 F.R. 790, effective 1-19-44; revoked by Am. 55, 9 F.R. 10878, effective 9-1-44. New Sec. 2 added by Am. 55; amended by Am. 85, 10 F.R. 1910, effective 2-19-45; and Am. 91, 10 F.R. 2515, effective 3-5-45]

SEC. 2a. Individual authorization of maximum prices in certain cases.—(a) Sales covered. This section applies to sales of items made to members of the armed forces of the United States by any person through Post Exchanges, Ship's Stores and similar agencies, where delivery is to be made in the continental United States to a person designated by the buyer. The maximum prices otherwise established by this regulation do not apply to these sales. Until a maximum price is established pursuant to this section, the seller may deliver the item but may not charge or receive payment for it.

(b) *Application for maximum prices.* For sales of an item covered by this section the seller shall apply to the Office of Price Administration, Washington, D. C., for a maximum price. The application in each case shall be in writing and show the following:

- (1) The name and address of the seller;
- (2) The classification into which he normally falls under this regulation;
- (3) A description of the item (as for example: kind of fruit, container type and size, weight of contents, etc.);
- (4) The figure to which he would add any markup in determining a maximum price for the item under any other section of this regulation, but not including transportation charges or allowances for protective services;
- (5) The point or points from which deliveries will be made, the estimated number of deliveries to each general freight zone in the United States, and the estimated freight charge for each such delivery; and
- (6) The proposed maximum price for the item and a statement showing how the requested price was figured.

(c) *Establishment of maximum prices.* In appropriate cases the Administrator will, by order, establish a uniform maximum price for sales of the item delivered at any place in the continental United States.

[Sec. 2a added by Am. 57, 9 F.R. 11546, effective 9-23-44]

SEC. 2b. Delegation of authority to establish maximum prices for purveyors.

Any regional administrator, and such district directors as the regional administrator may authorize, may by order establish maximum markups for purveyors at wholesale receiving points within its jurisdiction, not to exceed 150% of the applicable over-all maximum markups for less-than-carlot and less-than-trucklot sales named in the Appendices to Article III, section 15, and add further limitations to the definition of the term "purveyor" in order to reflect any additional functions normally performed by such sellers in the particular wholesale receiving point for which the markup is being fixed.

[Sec. 2b added by Am. 64, 9 F.R. 12643, effective 10-21-44]

SEC. 3. Types of sales covered. This regulation applies to each of the types of sales specified in the Appendices of Article III, section 15.

SEC. 4. Geographical applicability. The provisions of this regulation shall be applicable to the forty-eight states of the United States and the District of Columbia.

SEC. 5. Exempt sales. This regulation does not apply to the following sales:

- (a) Sales at retail;
- (b) Sales of fruits specifically exempted by the provisions of any appendix to this regulation;
- (c) Those sales of gift packages of fruit, and fruit to be used in gift packages, specified in section 5a of this regulation.

[Sec. 5 amended by Am. 15, 8 F.R. 16433, effective 12-4-43; Am. 35, 9 F.R. 7268, effective 7-1-44; Am. 57, 9 F.R. 11546, effective 9-23-44; and Am. 75, 9 F.R. 14731, effective 12-18-44]

SEC. 5a. Special provisions for sales of gift packages of fruit and sales of fruit to be used in gift packages.—(a) Definitions. When used in this section the term

(1) "Standard container" includes "standard" or "legal" container as defined elsewhere in this regulation, and also includes single units or component parts of standard containers, such as a half-strap box, a one-half box bag, etc.

(2) "Gift package of fruit" means either (i) a container, other than a standard container, which is specially made, wrapped or otherwise particularly adapted for use as a gift, and which contains either one or several kinds of fresh fruit specially packed in the container, or (ii) any container, not larger than a standard container, which contains more than one kind of fresh fruit, specially packed in the container; whether or not, in either case, the fresh fruit is mixed with other food items such as nuts, jams, preserves, glazed fruits, etc.

(3) "Ultimate consumer" means a person who buys the particular gift package of fruit for use as a gift, or for direct consumption, and not for re-sale or for commercial or industrial use.

(b) *Exempt sales of gift packages of fruit.* Sales and deliveries of gift packages of fruit are exempt from the regulation if all of the following conditions are satisfied:

(1) The sale is made by the packer of the particular gift package to an ultimate consumer;

(2) The order is taken directly from the buyer by the seller and not through any agent except a regularly paid employee, and delivery is made directly by the seller and not through any agent except a regularly paid employee or a carrier;

(3) The sale provides for delivery of not more than 5 packages in one lot to the buyer or to any one person designated by him.

(c) *Exempt sales of fruit to be used in gift packages of fruit.* Sales of fruit by growers, country shippers or primary sellers to packers of gift packages of fruit are exempt from this regulation if the fruit sold is to be used and resold in gift packages.

(d) *Reports to be filed by packers of gift packages of fruit.* Every packer of gift packages of fruit who purchases fruit that is exempt under paragraph (c) of this section shall, within 5 days after each such purchase, file an affidavit with the Regional Office of the Office of Price Administration for the region in which he is located showing his name and address, the name and address of the person from whom he purchased the fruit, the date of the purchase, the quantity and a description of the fruit purchased and containing a statement that the fruit was purchased or received for sale in gift packages of fruit.

(e) *Maximum prices for all other sales of gift packages of fruit.*—For all sales of gift packages of fruit not specifically exempted by this section, the seller, unless the sale is covered by Maximum Price Regulation 421, 422 or 423, figures his maximum price in each case as follows:

(1) He determines his maximum price under this regulation for the quantity of each fruit contained in the package and adds these to his maximum prices, if any, for the other items in the package. If the fruit was produced by him, he uses the per-pound maximum price for bulk sales, or for bulk graded sales if such a price is named for the particular fruit. If he bought the particular fruit, he uses the per-pound maximum price for the type and style of pack in which he bought it.

(2) He adds the actual cost to him (not to exceed the legal cost) of any item in the package that is not covered by this regulation, or for which he cannot determine a maximum price, and of all packaging materials, including the container.

(3) He multiplies the total by 1.05. The result is his maximum price for the particular gift package of fruit.

If any particular fruit or other item in the package has no maximum price under this or any other maximum price regulation, the seller uses his actual cost of that item. However, he may not use the actual cost of any fruit which he pur-

chased under paragraph (c) of this section. For such fruit he must use his maximum price figured under (1) above.

[Sec. 5a added by Am. 75, 9 F.R. 14731, effective 12-18-44]

SEC. 6. Export sales. The maximum prices at which a person may export the fresh fruits and vegetables covered by this regulation shall be determined in accordance with the provisions of the Second Revised Maximum Export Price Regulation,⁸ issued by the Office of Price Administration.

SEC. 7. Prohibition against sales above maximum prices. On and after July 20, 1943, regardless of any contract or other obligation, no person shall sell or deliver and no person, in the course of trade or business shall buy or receive fresh fruits and vegetables at prices higher than the maximum prices established by this regulation, and no person shall agree, offer, solicit, or attempt to do any of the foregoing. Lower prices than the maximum prices may be charged and paid.

[Note: Supplementary Order No. 7 (7 F.R. 5176) provides that war procurement agencies and governments whose defense is vital to the defense of the United States shall be relieved of liability, civil or criminal, imposed by price regulations issued by the Office of Price Administration.]

[Note: Supplementary Order No. 42 (8 F.R. 4968) provides that no price regulation of the OPA shall apply to sales or deliveries of any commodity or service made to Government agencies pursuant to secret contracts or subcontracts.]

SEC. 8. Definitions. (a) When used in this regulation the term:

(1) "Person" includes individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(2) "Grower" means a person who produces fresh fruits or vegetables.

(3) "Ultimate consumer" is a person who purchases fresh fruits or vegetables for table use or for home processing. It does not include institutional users or procurement agencies of the United States or any State.

(4) "Retailer" means a person the larger volume of whose food business is the purchase and resale of food products, without materially changing their form, to ultimate consumers.

[Subparagraph (4) amended by Am. 57]

(5) "Sales at retail" means sales by retailers to ultimate consumers.

(6) "Intermediate seller" means any person who purchases fresh fruits or vegetables and who resells in less-than-carlot or less-than-trucklot quantities to any person who is not an ultimate consumer.

(7) "Freight from basing point to wholesale receiving point" or "freight from shipping point to wholesale receiving point" means the cost per package

for transportation by the cheapest customary and generally available means. It does not include the cost of refrigeration, other protective services, diversions, demurrage, local cartage or unloading; but the transportation tax imposed by section 620 of the Revenue Act of 1942 is included.

To wholesale receiving points in principal markets where carlot or trucklot quantities are customarily received, this freight factor will ordinarily be based on the railroad carload rate from the basing point or f. o. b. shipping point. However, to some wholesale receiving points in principal markets, located relatively near the basing point or shipping point, motor or water transportation may be customary and cheaper than rail transportation and generally available. In these cases the freight factor for motor or water transportation would be applicable.

To wholesale receiving points in secondary markets, where it is not customary to receive carlots or trucklots, the freight factor will ordinarily be based on the carlot or trucklot factor to a nearby wholesale receiving point in a principal market, plus the cost of transportation by the cheapest customary and generally available means from the wholesale receiving point in the principal market to the wholesale receiving point in the secondary market.

For example, it is customary for carlots of lettuce to be received at Philadelphia, Pa., and the cheapest customary and generally available means of transportation from the basing points (El Centro and Salinas, Cal.) is by rail. The freight factor for determining lettuce prices at Philadelphia is therefore based on the railroad carload rate. On the other hand, it is not customary for carlots of lettuce to be received at Atlantic City, New Jersey. Intermediate sellers in Atlantic City customarily purchase lettuce in less-than-carlot quantities from carlot receivers in Philadelphia and transport it to Atlantic City by truck or rail. The freight factor to be used in determining prices at Atlantic City, therefore, would be the Philadelphia freight factor, as determined above, plus the cost at the customary truck rate or rail rate (whichever is the cheapest customary and generally available method from Philadelphia to Atlantic City).

However, in the event a carlot or trucklot is sold by a country shipper on a delivered basis direct to a wholesale receiving point in a secondary market the seller's maximum price shall be figured direct to that wholesale receiving point. In the example above, a carlot or trucklot of lettuce sold directly to a wholesaler at Atlantic City would be priced on the basis of the railroad carload rate from the basing point to Atlantic City.

Regional Directors of the Office of Price Administration, and such district officers as they in turn may authorize, shall determine the cheapest method of transportation which is customary and generally available from the basing point or shipping point to each wholesale receiving point within their jurisdiction, and shall figure the freight to be used in determining maximum prices at each

wholesale receiving point in markets within their jurisdiction.

[Subparagraph (7) amended by Am. 3, 8 F.R. 10673, effective 7-29-43; Am. 8, 8 F.R. 12951, effective 9-29-43; and Am. 55, 9 F.R. 10878, effective 9-1-44]

(8) "Basing point" means a selected point in an area of production designated as a basing point by the Appendices of Article III, section 15, from which freight to the wholesale receiving point is computed for the purposes of calculating a maximum price.

(9) "Basing point price" includes all charges for protective services, including icing, refrigeration and charges under appropriate railroad refrigeration rules such as rules 240, 242, 247, etc. It includes all charges except freight as defined in this regulation. If a person purchases fresh fruits or vegetables, f. o. b. country shipping point, all charges for re-icing in transit, demurrage, or other similar charges, shall be paid by such purchaser out of the maximum price provided for him.

[Subparagraph (9) amended by Am. 3, effective 7-29-43]

(10) "Net weight" means the actual weight of fresh fruits or vegetables without including the weight of the container or ice.

(11) "Records" means books of account, ledgers, sales and price lists, sales slips, receipts, invoices, bills of lading and other papers and documents.

(12) "Wholesale receiving point" means any place at which an intermediate seller receives fresh fruits or vegetables.

(13) "Market" means any area in which intermediate sellers sell fresh fruits and vegetables received at a particular wholesale receiving point.

(14) "Purveyor" means a person who (i) purchases the kind of fresh fruits and vegetables being priced, (ii) maintains facilities for washing, trimming, sorting, grading, repacking and warehousing and employs such of these facilities in connection with the sale of the particular goods being sold, as may be specified by the appropriate regional or district office, (iii) employs salesmen to call on institutional and commercial users, (iv) makes less-than-carlot or less-than-trucklot or less-than-original-container sales to restaurants, ships, hotels, hospitals, camps, or other institutional users, (v) delivers within the metropolitan area surrounding and including the city, town, village, or other populated area in which his warehousing and selling facilities are located, and (vi) performs such additional functions as may be defined by the appropriate regional or district office of the Office of Price Administration for the area in which the seller is located. A seller shall be considered a purveyor only when making sales to institutional users of goods which have been handled and sold in this manner, and no seller shall be considered a purveyor when selling unbroken containers.

[Subparagraph (14) added by Am. 17, 9 F.R. 790, effective 1-19-44]

(15) "Terminal sales platform" means a platform, building or other structure

⁸ 8 F.R. 4132, 5987, 7662, 9998, 15193; 9 F.R. 1036, 7201, 9835, 11273, 12919, 14436; 10 F.R. 863, 923, 2432.

(other than a store or warehouse) to which the particular commodity being priced has been moved from railroad cars or trucks standing alongside the structure.

[Subparagraph (15) added by Am. 90, 10 F.R. 2245, effective 2-24-45]

(16) "Store or warehouse" means a structure at which the seller of the particular commodity being priced has facilities for storage, sorting, repacking and other handling of such commodity.

[Subparagraph (16) added by Am. 90, 10 F.R. 2245, effective 2-24-45; and amended by Am. 111, 10 F.R. 7343, effective 6-15-45]

(b) Unless the context otherwise requires, the definitions set forth in Section 302 of the Emergency Price Control Act of 1942, as amended, shall apply to other terms used herein.

ARTICLE II—ENFORCEMENT PROVISIONS AND MISCELLANEOUS PROVISIONS

SEC. 9. *Enforcement.* Persons violating any provisions of this regulation are subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for suspension of licenses provided by the Emergency Price Control Act of 1942, as amended.

SEC. 9a. *Licensing.* The provisions of Licensing Order No. 1,⁸ licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

[Sec. 9a added by Supplementary Order No. 72, 8 F.R. 13244, effective 10-1-43]

SEC. 10. *Relationship between this regulation, Maximum Price Regulation No. 376 and the General Maximum Price Regulation.*⁹ (a) The provisions of this regulation supersede the provisions of Maximum Price Regulation No. 376 with respect to the fresh fruits and vegetables now or hereafter specified herein. However, the following provisions of the General Maximum Price Regulation, as well as any amendment thereto, shall be applicable to every fresh fruit and vegetable sale covered by this regulation:

- (1) Current records (§ 1499.12).
- (2) Sales slips and receipts (§ 1499.14).
- (b) [Revoked.]

[Paragraph (b) revoked by Supplementary Order 72]

SEC. 11. *Evasion.* The price limitations which are set forth in this regulation shall not be evaded, whether by direct or indirect methods, in connection with any offer, solicitation, agreement, sale, delivery, purchase or receipt of or relating to fresh fruits or vegetables alone or in conjunction with any other commodity or by way of commission, service, transportation or any other charge or discount, premium or other privilege, or by tying-agreement or other trade understanding or otherwise.

SEC. 12. *Petitions for amendment.* Persons seeking a modification of this

regulation may file a petition therefor in accordance with the provisions of Revised Procedural Regulation No. 1⁹ issued by the Office of Price Administration.

[NOTE: Procedural Regulation No. 6 (9 F.R. 10628) provides for the filing of applications for adjustment of maximum prices for commodities or services under Government contracts or subcontracts. Revised Supplementary Order No. 9 (8 F.R. 6175 makes the provisions of Procedural Regulation No. 6 applicable to all price regulations, excepting those which expressly prohibit such applications and certain specific regulations listed in Revised Supplementary Order No. 9.)]

[NOTE: Supplementary Order No. 28 (7 F.R. 9619) provides for the filing of applications for adjustment or petitions for amendment based on a pending wage or salary increase requiring the approval of the National War Labor Board.]

SEC. 13. *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery; but no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action to be taken by the Office of Price Administration after delivery. Such authorization may be given when a request for a change in the applicable maximum price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by the Administrator or by any officer of the Office of Price Administration to whom the authority to grant such authorization has been delegated. The authorization will be given by order.

SEC. 13a. [Deleted]

[Sec. 13a added by Am. 110, 10 F.R. 6519, effective 6-1-45; and deleted by Am. 112, 10 F.R. 7403, effective 6-17-45]

SEC. 14. *Records.* (a) Every person subject to this regulation shall, so long as the Emergency Price Control Act of 1942, as amended, remains in effect, preserve for examination by the Office of Price Administration all his records, including invoices, sales tickets, cash receipts, or other written evidences of sale or delivery which relate to the prices charged pursuant to the provisions of this regulation.

(b) Every person subject to this regulation shall keep and make available for examination by the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, remains in effect, records of the same kind as he has customarily kept, relating to the prices which he charges for fresh fruits and vegetables after the effective date of this regulation and in addition as precisely as possible, the basis upon which he determined maximum prices for these commodities.

SEC. 14a. *Notification provisions—(a) "Minimum net weight."* The first person (including a grower) who packs fresh fruits or vegetables in a crate, box, lug, or other container shall place on the container, in legible printing or writ-

ing, the "minimum net weight" of the fruit or vegetable.

(b) *Hothouse vegetables.* (1) Any person (including a grower) who packs hothouse vegetables in any container shall place on the container in legible printing or writing, the word "hothouse".

(2) Every invoice covering the sale of hothouse vegetables shall contain the word "hothouse" in the description of the vegetables being sold.

[Sec. 14a added by Am. 29, 9 F.R. 5926, effective 6-5-44]

ARTICLE III PRICE SCHEDULES

SEC. 15. *Appendices.*

Appendix A [Revoked]

[Appendix A amended by Am. 3, 8 F.R. 10673, effective 7-29-43 and Am. 5, 8 F.R. 11691, effective 8-21-43; revoked by Am. 51, 9 F.R. 10192, effective 8-19-44]

Appendix B [Revoked]

[Appendix B amended by Am. 3, 8 F.R. 10673, effective 7-29-43; Am. 6, 8 F.R. 11756, effective 8-23-43; Am. 8, 8 F.R. 12951, effective 9-29-43; Am. 10, 8 F.R. 15610, effective 11-15-43; Am. 31, 9 F.R. 6104, 6108, effective 6-4-44; and revoked by Am. 38, 9 F.R. 7583, effective 7-10-44]

Appendix C [Revoked]

[Appendix C added by Am. 1, 8 F.R. 9568, effective 7-10-43; amended by Am. 2, 8 F.R. 9727, effective 7-13-43 and 7-19-43; Am. 3, 8 F.R. 10673, effective 7-29-43; Am. 6, 8 F.R. 11756, effective 8-23-43; and revoked by Am. 25, 9 F.R. 4434, effective 4-27-44]

Appendix D [Revoked]

[Appendix D added by Am. 4, 8 F.R. 11589, effective 9-3-43, except that the f. o. b. shipping point prices in Column 5 of Appendix D shall become effective 8-19-43. Any regional office or such district office of the Office of Price Administration as may be authorized by the appropriate regional office may, by order, extend the effective date of Am. 4 with respect to the maximum prices named in Columns 7 and 8 of the table in Appendix D of section 15 for sales by any individual receiving a carlot of merchandise at a wholesale receiving point who (a) exhibits a bill of lading showing that the carlot was actually shipped from California prior to 8-19-43 and (b) shows that he cannot dispose of the merchandise prior to 9-3-43. The effective date may be extended only to such date that will permit the individual sufficient time in which to dispose of the merchandise, but in no event shall the effective date be extended beyond 9-3-43]

[Effective date provisions of Am. 4 amended by Am. 7, 8 F.R. 12098, effective 8-31-43]

[Appendix D later amended by Am. 14, 8 F.R. 16519, effective 12-6-43; and Am. 16, 8 F.R. 17372, effective 12-23-43; revoked by Am. 46, 9 F.R. 9509, effective as follows:

- (1) On 8-4-44 as to all sales f. o. b. Shipping point.
- (2) On 8-18-44 for all States wholly east of the Mississippi River except Illinois and Wisconsin.
- (3) On 8-13-44 for all other States except California, Oregon, and Washington.
- (4) On 8-7-44 for California, Oregon, and Washington]

[However as to grapes which were sold and shipped from the country shipping point before 8-4-44, the maximum prices at wholesale receiving points established by this amendment shall become effective on 8-28-44]

[Effective date provision of Am. 46 amended by Am. 50, 9 F.R. 10192, effective 8-18-44]

⁸ 8 F.R. 13240.

⁹ 9 F.R. 1385, 5169, 6106, 8150, 10193, 11274.

⁹ 9 F.R. 10476, 13715.

Appendix E [Revoked]

[Appendix E added by Am. 8, 8 F.R. 12951, effective 9-29-43 and revoked by Am. 52, 9 F.R. 10499, effective 8-26-44]

Appendix F [Revoked]

[Appendix F added by Am. 8, 8 F.R. 12951, effective 9-24-43, 9-29-43, 10-9-43; corrected 8 F.R. 14154, effective 10-1-43; revoked by Am. 13, 8 F.R. 16294, effective 11-30-43]

Appendix G [Revoked]

[Appendix G added by Am. 9, effective 10-7-43 as to f. o. b. shipping point prices. All other prices and provisions set forth in Am. 9 shall become effective 10-22-43; amended by Am. 12, 8 F.R. 16409, effective 12-3-43; Am. 17, 9 F.R. 790, effective 1-19-44; Am. 27, 9 F.R. 4787, effective 5-4-44; Am. 30, 9 F.R. 5959, effective 6-5-44; revoked by Am. 49, 9 F.R. 9785, effective 8-16-44]

APPENDIX H—MAXIMUM PRICES FOR CERTAIN FRESH FRUITS AND VEGETABLES

(a) *Explanation.* This appendix establishes maximum prices for certain sales of spinach, snap beans (green and wax), carrots, green peas, eggplant, sweet peppers, cucumbers, cabbage, lettuce, sweet potatoes, black raspberries, red raspberries, dewberries, watermelons, cantaloupes and other melons, red sour cherries, and such other fresh fruits and vegetables as may later be added. (These will be referred to as "listed commodities".) It supersedes the provisions of Maximum Price Regulation No. 376¹ (except as otherwise provided) which affect listed commodities and the provisions of all regional and district orders, issued under that regulation, which affect listed commodities.

Each of the listed commodities is covered by a separate table of prices. Provisions applying specially to a commodity are to be

¹ 8 F.R. 5487, 7391; 9 F.R. 2492, 4948, 8056.

found in footnotes to the applicable table. Provisions applying to all the listed commodities are to be found in the paragraphs following the tables. The maximum mark-ups which may be added to f. o. b. or delivered maximum prices, as the case may be, for certain types of sales common to all the listed commodities, are set forth in a separate table of general applicability. Thus, for each listed commodity a special table and a general table must be referred to.

The maximum prices for sales of the listed commodities in unbroken packages of not more than five pounds net weight of spinach, or not more than one pound net weight of any other listed commodity, which has been trimmed, cleaned, washed or otherwise prepared for sale to the ultimate consumer ready for consumption without further preparation, other than cooking is, in each case, the same as the seller's maximum price was for the item being priced, under Maximum Price Regulation 376. Such prices may be adjusted under the provisions of paragraph (f) (4) of this appendix.

The Office of Price Administration reserves the right to change the basing points named in this appendix at any time, or to establish new or additional basing points, without changing the maximum price, f. o. b. country shipping point.

[Paragraph (a) corrected, 9 F.R. 2091; amended by Am. 25, 9 F.R. 4434, effective 4-27-44; Am. 29, 9 F.R. 5926, effective 6-5-44; and Am. 55, 9 F.R. 10878, effective 9-1-44]

(b) *Maximum price tables applicable to individual listed commodities.* The following tables state the maximum prices which apply to certain sales of listed commodities by growers, country shippers, and by intermediate sellers. (For other transactions by these sellers, see the table in paragraph (c) and the provisions of paragraphs (d) and (e).) Except as specified for bulk sales, the maximum prices named in the tables of this paragraph include all costs of harvesting, hauling,

and packing, and no additional charge may be made for containers.

Regardless of whether maximum f. o. b. shipping point prices are named for any or all sales, all listed commodities are subject to the maximum prices named in Columns 6 and 7 of the following tables, irrespective of where produced or shipped.

[Above paragraph amended by Am. 25, 9 F.R. 4434, effective 4-27-44]

(1) For sales of listed commodities covered by this appendix made f. o. b. shipping point by growers or country shippers, if the seller furnishes precooling, initial icing or refrigeration services in any case, he may charge, in addition to the named f. o. b. shipping point price (see Column 5 of the applicable table in paragraph (b)), for the services furnished not in excess of the lowest of the following: (1) The lowest available common or contract carrier rates for the same services, (2) the amount the seller may charge for such services under Maximum Price Regulation No. 165,² or (3) the applicable amount permitted for protective services in the case of sales delivered to any wholesale receiving point. However, in each case the grower or country shipper shall show separately on his invoice the specific nature of the services furnished and the amount charged for the services.

For sales of listed commodities on a delivered basis, the maximum prices named include protective service allowances which cover any precooling, initial icing, refrigeration, or other services.

[Subparagraph (1) added by Am. 55, 9 F.R. 10878, effective 9-1-44]

² Revised: 10 F.R. 2097, 2250, 3925, 6231.

TABLE 1—MAXIMUM PRICES FOR CARROTS

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum price f. o. b. shipping points in California-Arizona	Maximum prices for sales delivered to any wholesale receiving point in any quantity.	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer. ⁴
1	Bunched carrots, full tops, in L. A. crates containing 72 bunches or more and with a minimum net weight of one pound per bunch. ⁶	L. A. crate	Jan. 16-May 31	\$3.00	\$3.00 plus freight (including 3% transportation tax) from El Centro, California plus protective services. ^{1,2}	Col. 6 price plus 90 cents.
2			June 1-Jan. 15	\$3.00	\$3.00 plus freight (including 3% transportation tax) from Salinas, California plus protective services. ^{1,2}	Col. 6 price plus 90 cents.
3	Bunched carrots, full tops, in L. A. crates containing less than 72 bunches and in all other containers. ^{3,4,7}	Per dozen bunches (minimum net weight per bunch—1 lb.)	Jan. 16-May 31	50 cents per dozen bunches. ⁷	Maximum price above (Item 1) divided by 6. ⁷	Col. 6 price plus 15 cents per dozen bunches. ⁷
4			June 1-Jan. 15	50 cents per dozen bunches. ⁷	Maximum price above (Item 2) divided by 6. ⁷	Col. 6 price plus 15 cents per dozen bunches. ⁷
5	Clipped topped carrots (with a minimum length of leaf stem of 1½ inches and a maximum length of leaf stem 4 inches) sold in any container. ³	Pound	Jan. 16-May 31	3.5 cents per pound.	Maximum price above (Item 1) divided by 85.	Col. 6 price plus ½ cent per pound.
6			June 1-Jan. 15	3.5 cents per pound.	Maximum price above (Item 2) divided by 85.	Col. 6 price plus ½ cent per pound.
7	Carrots without tops (topped) or with a leaf stem up to 1½ inches in length sold in any container. ³	Pound	Jan. 16-May 31	3.0 cents per pound.	Maximum price per pound above (Item 5) minus ½ cent.	Col. 6 price plus ½ cent per pound.
8			June 1-Jan. 15	3.0 cents per pound.	Maximum price per pound above (Item 6) minus ½ cent.	Col. 6 price plus ½ cent per pound.

¹ Protective service allowance to be added shall be as follows: Jan. 16-March 31, 16 cents per L. A. crate; April 1-May 31, 26 cents per L. A. crate; June 1-November 30, 26 cents per L. A. crate; Dec. 1-Jan. 15, 16 cents per L. A. crate.

² For all wholesale receiving points in California no allowance shall be added for protective services.

³ The maximum price for bunched carrots sold in bulk (loose without containers) shall be 10 cents per dozen bunches less than the appropriate price listed in Columns 5, 6, or 7. The maximum price in Columns 5 and 6 for clipped topped or topped carrots shall be reduced ½ cent per pound for sales in bulk. The maximum price in Column 7 for clipped topped or topped carrots shall be reduced ½ cent per pound for sales in bulk and in calculating that price the Column 6 price for sales in bulk shall be used.

⁴ Carrots with full tops sold loose (not bunched) shall have the same maximum price per pound and provisions therefore as Items 7 and 8.

⁵ For sellers covered by Column 7 see general provisions of this Appendix.

⁶ The maximum price f. o. b. shipping point for bunched carrots weighing less than 1 pound per bunch shall be 4.2 cents per pound. The maximum price per pound for Column 6 shall be the delivered price determined for Items 1 and 2 divided by 72. The maximum price per pound for Column 7 shall be the Column 6 price for Items 1 and 2 plus 1½ cents per pound.

⁷ For California and Arizona carrots packed in containers of 5 dozen bunches and having a net weight of 72 pounds, the Column 5 price is \$2.50 per crate and Column 6 price is \$2.50 per crate, plus freight from El Centro or Salinas, California, as the case may be (including 3% transportation tax) plus protective services in footnotes 1 and 2 above. The Column 7 price is the Column 6 price in the footnote plus 75¢.

[Table 1 corrected, 9 F.R. 2091; amended by Am. 29, 9 F.R. 5926, effective 6-5-44. Footnote 1 amended by Am. 55, 9 F.R. 10878, effective 9-1-44; footnote 3 amended by Am. 23, 9 F.R. 4086, effective 4-14-44; Am. 29; and Am. 35, 9 F.R. 7268, effective 7-1-44; footnote 7 added by Am. 64, 9 F.R. 12643, effective 10-21-44]

TABLE 2—MAXIMUM PRICES FOR SPINACH

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum price f. o. b. shipping points in Texas.	Maximum prices for sales delivered to any wholesale receiving point in any quantity.	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer. ³
1.....	{Spinach in bushel containers with a minimum net weight of 18 pounds or more.	Bushel.....	{Sept. 1-June 30.....	\$1.15.....	{ \$1.15 plus freight (including 3% transportation tax) from Crystal City, Texas plus 7 cents protective services. ¹	{ Col. 6 price plus 45 cents.
2.....			{July 1-Aug. 31.....	To be announced later.		
3.....	{Spinach in bushel containers with a net weight of less than 18 pounds and in all other containers. ²	Pound.....	{Sept. 1-June 30.....	6.4 cents per pound.	{ Maximum price above (item 1) divided by 18.	{ Col. 6 price plus 2½ cents per pound.
4.....			{July 1-Aug. 31.....	To be announced later.		

¹ For all wholesale receiving points in that part of the State of Texas including and south of the following counties: Galveston, Harris, Waller, Washington, Lee, Bastrop, Travis, Blanco, Gillespie, Kerr, Edwards, and Val Verde, no allowance shall be added for protective services.

² The maximum price for spinach sold in bulk (loose without containers) shall be 1½ cents per pound less than the prices per pound listed in Columns 5, 6 or 7 above.

³ For the sellers covered by Column 7 see general provisions of this appendix.

[Footnote 4 added by Am. 63, 9 F.R. 12537, effective 10-15-44 and deleted by Am. 111, 10 F.R. 7343, effective 6-15-45. Footnote 5 added by Am. 74, 9 F.R. 14437, effective 12-7-44 and deleted by Am. 111, 10 F.R. 7343, effective 6-15-45]

TABLE 3—MAXIMUM PRICES FOR GREEN PEAS

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices f. o. b. shipping points in California	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer. ³
1.....	{Green peas in bushel containers with a net weight of 28 pounds or more.	Bushel.....	{Sept. 1-Mar. 31.....	\$3.50 ⁴	{ \$3.50 ⁴ plus freight (including 3% transportation tax) from California, Calif., plus 12 cents for protective services. ¹	{ Col. 6 price plus 75 cents.
2.....			{Apr. 1-Aug. 31.....	\$2.80.....		
3.....	{Green peas in bushel containers with a net weight of less than 28 pounds and in all other containers. ²	Pound.....	{Sept. 1-Mar. 31.....	12.5 cents per pound. ⁴	{ Maximum price above (item 1) divided by 28.	{ Col. 6 price plus 2½ cents per pound.
4.....			{Apr. 1-Aug. 31.....	10.0 cents per pound.		

¹ For all wholesale receiving points in California, the protective service allowance shall be 10 cents per bushel.

² The maximum price for green peas sold in bulk (loose without containers) shall be 1 cent per pound less than the appropriate price per pound listed in Column 5, 6, or 7.

³ For the sellers covered by Column 7, see general provisions of this appendix.

⁴ During the period beginning March 6 and ending March 31, 1945, "\$3.65" is substituted for "\$3.50" in Item 1, Columns 5 and 6, and "13.0 cents per pound" is substituted for "12.5 cents per pound" in Item 3, Column 5.

[Table 3 corrected, 9 F.R. 2091, effective 1-31-44. Footnote 4 added by Am. 78, 10 F.R. 49, effective 1-1-45; and amended by Am. 92, 10 F.R. 2521, effective 3-6-45]

TABLE 4—MAXIMUM PRICES FOR SNAP BEANS (GREEN OR WAX)

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices f. o. b. shipping points in Florida and California. ¹	Maximum prices for sales delivered to any wholesale receiving point in any quantity.	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer. ⁴
1.....	{Snap beans in bushel containers with a net weight of 28 pounds or more.	Bushel.....	{Nov. 1-Dec. 31.....	\$3.25.....	{ \$3.25 plus freight (including 3% transportation tax) from Pompano, Florida plus 10 cents for protective services. ²	{ Col. 6 price plus 75 cents.
2.....			{Jan. 1-Feb. 29.....	\$3.50.....		
3.....			{Mar. 1-Apr. 30.....	\$3.25.....		
4.....			{May 1-May 31.....	\$2.70.....		

See footnotes at end of table.

TABLE 4—MAXIMUM PRICES FOR SNAP BEANS (GREEN OR WAX)—continued

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices f. o. b. shipping points in Florida and California. ¹	Maximum prices for sales delivered to any wholesale receiving point in any quantity.	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer. ⁴
5	Snap beans in bushel containers with a net weight of less than 28 pounds and in all other containers. ²	Pound	June 1-June 30	\$2.70	\$2.70 plus freight (including 3% transportation tax) from Pompano, Florida, plus 10 cents for protective services for all markets east of and including Chicago, Illinois; and from San Jose, California, plus 10 cents for protective services for all markets west of Chicago, Illinois. ³	Col. 6 price plus 75 cents.
6			Oct. 1-Oct. 31	\$2.70	\$2.70 plus freight (including 3% transportation tax) from Pompano, Florida, plus 10 cents protective services for all markets east of and including Chicago, Illinois; and from San Jose, California, plus 10 cents for protective services for all markets west of Chicago, Illinois. ³	
7			Nov. 1-Dec. 31	11.6 cents per pound	Maximum price above (item 1) divided by 28.	Col. 6 price plus 2 7/10 cents per pound.
8			Jan. 1-Feb. 29	12.5 cents per pound	Maximum price above (item 2) divided by 28.	
9			Mar. 1-Apr. 30	11.6 cents per pound	Maximum price above (item 3) divided by 28.	
10			May 1-May 31	9.6 cents per pound	Maximum price above (item 4) divided by 28.	
11			June 1-June 30	9.6 cents per pound	Maximum price above (item 5) divided by 28.	
12			Oct. 1-Oct. 31	9.6 cents per pound	Maximum price above (item 6) divided by 28.	

¹ Maximum price f. o. b. shipping point does not apply to California during the period Nov. 1-Feb. 29.

² For all wholesale receiving points in Florida for the period November 1 to June 30 and in California during the period March 1 to June 30 no allowance shall be added for protective services.

³ The maximum price for snap beans sold in bulk (loose without containers) shall be 1 cent per pound less than the prices per pound listed in Column 5, 6 or 7.

⁴ For sellers covered by Column 7, see general provisions of this Appendix.

⁵ During the period beginning June 17, 1945 and ending June 30, 1945, the Column 6 price for snap beans grown in Arkansas and Tennessee shall be based on \$3.00 rather than \$2.70; and the Column 6 price for snap beans grown in Delaware, Maryland, New Jersey and Virginia shall be based on \$2.85 rather than \$2.70.

[Table 4 amended by Am. 23, 9 F.R. 4086, effective 4-14-44; Am. 28, 9 F.R. 4877, effective 5-5-44; Am. 31, 9 F.R. 6104, 6108, effective 6-4-44; Am. 53, 9 F.R. 10877, effective 9-4-44; Am. 67, 9 F.R. 13067, effective 11-1-44; Am. 71, 9 F.R. 13934, effective 12-1-44; Am. 76, 9 F.R. 15107, effective 1-1-45; Am. 78, 10 F.R. 49, effective 1-1-45; Am. 99, 10 F.R. 4817, effective 5-1-45; and Am. 112, 10 F.R. 7403, effective 6-17-45]

TABLE 5—MAXIMUM PRICES FOR EGGPLANT

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices f. o. b. shipping points in Florida and California. ¹	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer. ⁴
1	Eggplant in 1 1/4 bushel crates with a net weight of 45 pounds or more for sale in all wholesale receiving points east of and including Chicago, Illinois.	1 1/4 bushel crate	Jan. 1-July 15	\$3.50 ¹ (Florida)	\$3.50 ¹ plus freight (including 3% transportation tax) from Fort Myers, Florida plus 11 cents protective services. ²	Col. 6 price plus 90 cents.
2	Eggplant in bushel containers with a net weight of 30 pounds or more for sale in all wholesale receiving points east of and including Chicago, Illinois.	Bushel	Jan. 1-July 15	\$2.35 ¹ (Florida)	\$2.35 ¹ plus freight (including 3% transportation tax) from Fort Myers, Florida plus 8 cents protective services. ²	Col. 6 price plus 75 cents.
3	Eggplant in 1 1/4 bushel crates with a net weight of less than 45 pounds and in bushel containers with a net weight of less than 30 pounds and in all other containers for sale in all wholesale receiving points east of and including Chicago, Illinois. ³	Pound	Jan. 1-July 15	7.8 ¹ cents per pound (Florida)	Maximum price for item 1 above divided by 45.	Col. 6 price plus 2 cents per pound.
4	Eggplant in lug boxes with a net weight of 20 pounds or more for sale in all wholesale receiving points west of Chicago, Illinois.	Lug	Jan. 1-July 15	\$1.85 (California)	\$1.85 plus freight (including 3% transportation tax) from Indio, California plus 5 cents protective services. ²	Col. 6 price plus 40 cents.
5	Eggplant in lug boxes with a net weight of less than 20 pounds and in all other containers for sale in all wholesale receiving points west of Chicago, Illinois. ³	Pound	Jan. 1-July 15	9.3 cents per pound (California)	Maximum price for item 4 above divided by 20.	Col. 6 price plus 2 cents per pound.

¹ The maximum prices f. o. b. shipping point in Column 5 listed for Items 1, 2 and 3 apply to eggplant produced in Florida and Items 4 and 5 apply to eggplant produced in California.

² For all wholesale receiving points in California and Florida no allowance shall be added for protective services.

³ The maximum price for eggplant sold in bulk (loose without containers) shall be 1 cent per pound less than the appropriate price per pound listed in Column 5, 6 or 7.

⁴ For the sellers covered by Column 7, see general provisions of this Appendix.

⁵ During the period beginning May 21 and ending June 20, 1945, in Item 1, Columns 5 and 6, "\$3.50" is changed to "\$3.70" (per 1 1/4 bushel crate); in Item 2, Columns 5 and 6, "\$2.35" is changed to "\$2.45" (per bushel); and in Item 3, Column 5, "7.8 cents per pound" is changed to "8.2 cents per pound".

[Table 5 corrected 9 F.R. 2091, effective 1-31-44; amended by Am. 76, 9 F.R. 15107, effective 1-1-45. Footnote 5 added by Am. 78, 10 F.R. 49, effective 1-1-45; amended by Am. 95, 10 F.R. 4156, effective 4-16-45; Am. 99, 10 F.R. 4817, effective 5-1-45; and Am. 104, F.R. 5797, effective 5-21-45]

TABLE 6—MAXIMUM PRICES FOR SWEET PEPPERS

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices f. o. b. shipping points in Florida and Arizona	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlots or less than truck lots delivered to the premises of any retail store, Government procurement agency or institutional buyer ²
1..... 2.....	Sweet peppers in 1½ bushel crates with a net weight of 37 pounds or more.	1½ bushel crates	Jan. 1-May 31..... June 1-July 15.....	\$4.90 ⁴ \$3.75 ⁴	(Col. 5 price plus freight (including 3% transportation tax) from Pompano, Florida, plus 11 cents for protective services ¹ for all markets east of and including Chicago, Illinois; and from Nogales, Arizona, plus 15 cents for protective services ¹ for all markets west of Chicago, Illinois. Col. 5 price plus freight (including 3% transportation tax) from Pompano, Florida, plus 8 cents for protective services ¹ for all markets east of and including Chicago, Illinois; and from Nogales, Arizona, plus 10 cents for protective services ¹ for all markets west of Chicago, Illinois.	Col. 6 price plus 90 cents.
3..... 4.....	Sweet peppers in bushel containers with a net weight of 25 pounds or more.	Bushel	Jan. 1-May 31..... June 1-July 15.....	\$3.25 ⁴ \$2.50 ⁴	(Col. 5 price plus freight (including 3% transportation tax) from Pompano, Florida, plus 8 cents for protective services ¹ for all markets east of and including Chicago, Illinois; and from Nogales, Arizona, plus 10 cents for protective services ¹ for all markets west of Chicago, Illinois.	Col. 6 price plus 75 cents.
5..... 6.....	Sweet peppers in 1½ bushel crates with a net weight of less than 37 pounds and in bushel containers with a net weight of less than 25 pounds and in all other containers. ²	Pound	Jan. 1-May 31..... June 1-July 15.....	11.7 ⁴ cents per pound. 8.9 ⁴ cents per pound.	Maximum price above (item 1) divided by 42. Maximum price above (item 2) divided by 42.	Col. 6 price plus 23½ cents per pound. Col. 6 price plus 23½ cents per pound.

¹ For all wholesale receiving points in the States of Florida and Arizona, no allowance shall be added for protective services.

² The maximum price for peppers sold in bulk (loose without containers) shall be 1 cent per pound less than the appropriate price per pound listed in Column 5, 6 or 7 above;

³ For the sellers covered by Column 7, see general provisions of this appendix.

⁴ This footnote applies to sweet peppers sold f. o. b. shipping points in Florida and sweet peppers sold in all wholesale receiving points east of and including Chicago. During the period beginning May 21 and ending May 31, 1945, the column 5 price for such peppers shall be for Item 1—\$5.50 (per 1½ bushel crate); for Item 3—\$3.65 (per bushel); and for Item 5—13.1 cents per pound. During the period beginning June 1 and ending June 30, 1945, the column 5 price for such peppers shall be for Item 2—\$4.15 (per 1½ bushel crate); for Item 4—\$2.75 (per bushel); and for Item 6—9.9 cents per pound.

[Table 6 amended by Am. 26, 9 F.R. 4783, effective 5-4-44; Am. 29, 9 F.R. 5926, effective 6-5-44; Am. 35, 9 F.R. 7268, effective 7-1-44; and Am. 76, 9 F.R. 15107, effective 1-1-45. Footnote 4 added by Am. 78, 10 F.R. 49, effective 1-1-45; amended by Am. 95, 10 F.R. 4156, effective 4-16-45; Am. 99, 10 F.R. 4817, effective 5-1-45; and Am. 104, 10 F.R. 5797, effective 5-21-45]

TABLE 7—MAXIMUM PRICES FOR CUCUMBERS

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices f. o. b. shipping points in Florida, Louisiana, California, and Iowa. ⁴ For season beginning July 1 prices shall apply to shipping points in all states.	Maximum prices for sales delivered to any wholesale receiving point in any quantity.	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer. ³
1..... 2..... 3.....	Cucumbers, except hothouse cucumbers, in bushel containers with a net weight of 48 pounds or more.	Bushel.....	Nov. 1-Dec. 31.....	\$3.40.....	Col. 5 price <i>plus</i> freight (including 3% transportation tax) from Wachula, Florida, <i>plus</i> 10 cents for protective services ¹ for all markets east of and including Chicago, Illinois; and from Chula Vista, California, <i>plus</i> 10 cents for protective services for all markets west of Chicago, Illinois. Col. 5 price <i>plus</i> freight (including 3% transportation tax) from Ponchatoula, Louisiana, <i>plus</i> 10 cents for protective services ¹ for all markets east of and including Chicago, Illinois, and from Chula Vista, California, <i>plus</i> 10 cents for protective services for all markets west of Chicago, Illinois. Col. 5 price <i>plus</i> freight (including 3% transportation tax) <i>plus</i> actual cost of protective service furnished not to exceed the lowest common carrier charge for the same service (including 3% transportation tax). Col. 5 price <i>plus</i> freight (including 3% transportation tax) from Ponchatoula, Louisiana, for all markets east of and including Denver, Colorado, and from Modesto, California, for all markets west of Denver, Colorado; and <i>plus</i> 10 cents for protective services.	Column 6 prices <i>plus</i> 75 cents.
4.....			June 1-June 15..... June 16-June 30.....	\$3.15..... \$2.10.....		
4a.....			July 1-Sept. 30.....	\$2.00, all states.....		
4b.....			Oct. 1-Oct. 31.....	\$2.10.....		

See footnotes at end of table.

TABLE 7—MAXIMUM PRICES FOR CUCUMBERS—continued

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7					
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices f. o. b. shipping points in Florida, Louisiana, California, and Iowa. ¹ For season beginning July 1 prices shall apply to shipping points in all states.	Maximum prices for sales delivered to any wholesale receiving point in any quantity.	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer. ³					
5.....	Cucumbers, except hot house cucumbers, in lug boxes with a net weight of 28 pounds or more.	Lug.....	Nov. 1-Dec. 31.....	\$2.00.....	Col. 5 price plus freight (including 3% transportation tax) from Wachula, Florida, plus 8 cents for protective services ¹ for all markets east of and including Chicago, Illinois; and from Chula Vista, California, plus 8 cents for protective services for all markets west of Chicago, Illinois. ¹	Column 6 prices plus 45 cents.					
6.....			Jan. 1-Apr. 30.....	\$2.90.....							
7.....			May 1-May 31.....	\$2.00.....							
8.....			June 1-June 15.....	\$1.84.....							
			June 16-June 30.....	\$1.22.....							
8a.....			July 1-Sept. 30.....	\$1.17, all States.....							
8b.....			Oct. 1-Oct. 31.....	\$1.22.....							
9.....			Cucumbers, except hothouse cucumbers, in bushel containers with a net weight of less than 48 pounds and in lug boxes with a net weight of less than 28 pounds and in all other containers. ²	Pound.....			Nov. 1-Dec. 31.....	7.1 cents per pound.....	Maximum price for item 1 above divided by 48.	Col. 6 price plus 15 1/10 cents per pound.	
10.....							Jan. 1-Apr. 30.....	10.4 cents per pound.....			Maximum price for item 2 above divided by 48.
11.....							May 1-May 31.....	7.1 cents per pound.....			Maximum price for item 3 above divided by 48.
12.....	June 1-June 15.....	6.6 cents per pound.....			Maximum price for item 4 above divided by 48.						
12a.....	June 16-June 30.....	4.4 cents per pound.....			Maximum price for item 4a above divided by 48.						
12b.....	July 1-Sept. 30.....	4.2 cents per pound all States.			Maximum price for item 4b above divided by 48.						
13.....	Oct. 1-Oct. 31.....	4.4 cents per pound.....			Maximum price for item 4b above divided by 48.						
14.....	Hothouse cucumbers in any container.	Pound.....			Nov. 1-Dec. 31.....	13.8 cents per pound.....	Col. 5 price plus express (including 3% transportation tax) from Davenport, Iowa. ³	Col. 6 price plus 2 1/4 cents per pound.			
15.....					Jan. 1-Apr. 30.....	19.3 cents per pound.....					
16.....					May 1-May 31.....	13.8 ⁴ cents per pound.....					
16a.....			June 1-June 30.....	11.3 ⁵ cents per pound.....							
16b.....			July 1-Sept. 30.....	11.3 cents per pound.....							
			Oct. 1-Oct. 31.....	11.3 cents per pound.....							

¹ For all wholesale receiving points in California, Louisiana, and Florida, no allowance shall be added for protective services.

² The maximum price for cucumbers sold in bulk (loose without containers) shall be 1 cent per pound less than the appropriate prices per pound listed in Columns 5, 6, or 7.

³ For the sellers covered by Column 7, see general provisions of this appendix.

⁴ Maximum prices f. o. b. shipping point for hothouse cucumbers apply only to Iowa.

⁵ Express charges to be computed at the published less-than-carlot rate per 100 pounds without regard to minimum or fixed charges per package or per shipment. No protective service charge to be added to express shipments.

⁶ The Column 5 price for hothouse cucumbers in any container shall be 12.8 cents per pound during June 1945.

[Table 7 amended by Am. 20, 9 F.R. 2023, effective 2-19-44; Am. 22, 9 F.R. 4030, effective 4-12-44; Am. 26, 9 F.R. 4786, effective 5-4-44; Am. 28, 9 F.R. 4877, effective 5-5-44; Am. 31, 9 F.R. 6104, 6108, effective 6-4-44; Am. 35, 9 F.R. 7268, effective 7-1-44; Am. 53, 9 F.R. 10877, effective 9-4-44; Am. 66, 9 F.R. 12973, effective 10-30-44; Am. 76, 9 F.R. 15107, effective 1-1-45; Am. 78, 10 F.R. 49, effective 1-1-45; Am. 84, 10 F.R. 1456, effective 2-1-45; Am. 88, 10 F.R. 2160, effective 2-21-45; and Am. 110, 10 F.R. 6519, effective 6-1-45]

TABLE 8—MAXIMUM PRICES FOR CERTAIN BERRIES

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Kind of berries and production zone ¹	Unit ²	Season	Maximum prices f.o.b. country shipping point	Maximum price for sales delivered at any wholesale receiving point in any quantity ³	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional user ⁴
1a.....	Strawberries, Zone I.....	Pint.....	Beginning of season-Mar. 15..	Cents 26		
1b.....			Mar. 16-Apr. 15.....	23		
1c.....			Apr. 16-May 1.....	19 1/2		
1d.....			May 2-end of season.....	16 1/2		
2a.....	Strawberries, Zone I.....	Quart.....	Beginning of season-Mar. 15..	50		
2b.....			Mar. 16-Apr. 15.....	44		
2c.....			Apr. 16-May 1.....	37		
2d.....			May 2-end of season.....	32 1/2		
3a.....	Strawberries, Zone I.....	Pound.....	Beginning of season-Mar. 15..	33		
3b.....			Mar. 16-Apr. 15.....	29 1/2		
3c.....			Apr. 16-May 1.....	24 1/2		
3d.....			May 2-end of season.....	21 1/2		

See footnotes at end of table.

TABLE 8—MAXIMUM PRICES FOR CERTAIN BERRIES—continued

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Kind of berries and production zone ¹	Unit ²	Season	Maximum prices f.o.b. country shipping point	Maximum price for sales delivered at any wholesale receiving point in any quantity ³	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional user ⁴
4.....	Strawberries, Zone II.....	Pint.....	Entire season.....	Cents 20	Price in Column 5 plus freight from shipping point to wholesale receiving point, and plus actual cost of protective services, not to exceed a common carrier's lowest charge for the same services.	Price in Column 6 plus 33¢ for pints and pounds, or plus 5¢ for quarts.
5.....		Quart.....		39		
6.....		Pound.....	Entire season.....	26½		
7.....	Strawberries, Zone III.....	Pint.....		13		
8.....		Quart.....	Entire season.....	27		
9.....		Pound.....		18		
10.....	Red raspberries, Zones I & II.....	Pint.....	Entire season.....	21		
11.....		Quart.....		40½		
12.....		Pound.....	Entire season.....	27		
13.....	Red raspberries, Zone III.....	Pint.....		14½		
14.....		Quart.....	Entire season.....	27		
15.....		Pound.....		18		
16.....	Black raspberries, Zones I & II.....	Pint.....	Entire season.....	19½		
17.....		Quart.....		37½		
18.....		Pound.....	Entire season.....	25		
19.....	Black raspberries, Zone III.....	Pint.....		13		
20.....		Quart.....	Entire season.....	24		
21.....		Pound.....		16		
22.....	Blackberries and dewberries,* Zones I & II.	Pint.....	Entire season.....	14		
23.....		Quart.....		27		
24.....		Pound.....	Entire season.....	18		
25.....	Blackberries and dewberries,* Zone III.	Pint.....		12		
26.....		Quart.....	Entire season.....	22½		
27.....		Pound.....		15		

*Including both wild and cultivated blackberries and dewberries.

¹ Zone I consists of the states of North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, Texas and all states east thereof.

Zone II consists of the states of Montana, Wyoming, Colorado, Idaho, New Mexico, Arizona, Nevada, Utah, California, Oregon (counties of Wasco, Jefferson, Deschutes, Douglas, Coos, Curry and all counties east thereof) and Washington (counties of Okanogan, Chelan, Kittitas, Yakima, Klickitat and all counties east thereof).

Zone III consists of all other counties of Oregon and Washington.

² The per pound price applies to berries in all containers other than pints and quarts.

³ In figuring a price under Column 6, or for sales made while the goods are in transit, the Column 5 price to be used is the price for the zone in which the berries were produced, in effect at the time of shipment from the country shipping point.

⁴ The prices figured under Columns 6 and 7 are maximum prices for each lot or shipment of berries received and sold by the particular seller. For the sellers covered by Column 7, see general provisions of this appendix.

⁵ During the period beginning May 21 and ending June 20, 1945 the column 5 price shall be for Item 1d (pint)—18½¢; for Item 2d (quart)—36¢; and for Item 3d (pound)—24¢.

⁶ During the period beginning May 25, 1945, and ending June 20, 1945, the price in Column 5 for dewberries grown in Virginia and North and South Carolina shall be for Item 22 (pint) 16½¢; for Item 23 (quart) 32¢; and for Item 24 (pound) 21¢.

[Table 8 added by Am. 25, 9 F.R. 4434, effective 4-27-44; amended by Am. 33, 9 F.R. 7434, effective 7-3-44; and Am. 58, 9 F.R. 12038, effective 10-5-44. Footnote 5 added by Am. 79, 10 F.R. 459, effective 1-10-45; amended by Am. 83, 10 F.R. 1403, effective 2-1-45; Am. 86, 10 F.R. 2026, effective 2-21-45; Am. 97, 10 F.R. 4665, effective 4-26-45; and Am. 105, 10 F.R. 5797, effective 5-21-45. Footnote 6 added by Am. 93, 10 F.R. 2965, effective 3-16-45 and amended by Am. 107, 10 F.R. 6107, effective 5-25-45]

TABLE 9—MAXIMUM PRICES FOR WATERMELONS

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Commodity	Unit	Season	Maximum price f. o. b. country shipping point	Maximum prices for sales delivered to any wholesale receiving point in any quantity ²	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ³
1.....	Watermelons.....	Ton.....	Through July 4.....	\$45.00	Price in Column 5 plus freight from country shipping point.	Price in Column 6 plus 1.3 cents per lb.
2.....		Pound.....		.0225		
3.....		Ton.....	July 5 and after.....	35.00		
4.....		Pound.....		.0175		

¹ Deleted.

² In determining the delivered price the Column 5 price to be used is the price in effect at the time the particular goods were shipped from the country shipping point.

³ The prices named in Columns 6 and 7 are maximum prices for each individual lot or shipment of watermelons received and sold by the particular seller. For the sellers covered by Column 7 see the general provisions of this appendix.

[Table 9 added by Am. 34, 9 F.R. 7259, effective 6-29-44. Footnote 1 deleted by Am. 55, 9 F.R. 10878, effective 9-1-44]

TABLE 10—MAXIMUM PRICES FOR CANTALOUPS AND HONEYBALL MELONS

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices f. o. b. shipping points in California and Arizona ¹	Maximum prices for sales delivered to any wholesale receiving point in any quantity ²	Maximum prices for sales in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency, or institutional buyer ³
1	Cantaloup or honeyball melons in jumbo crates with a net weight of 83 pounds or more.	Jumbo crate	Beginning of season-June 25	\$3.95	Col. 5 price plus freight from El Centro, Calif., plus protective services stated in Table A below.	Col. 6 price plus 95¢
2			June 26-July 25	3.25		
3			July 26-end of season	2.80		
4	Cantaloup or honeyball melons in standard crates with a net weight of 68 pounds or more.	Standard crate	Beginning of season-June 25	\$3.25	Col. 5 price plus freight from El Centro, Calif., plus protective services stated in Table A below.	Col. 6 price plus 85¢
5			June 26-July 25	2.70		
6			July 26-end of season	2.30		
7	Cantaloup or honeyball melons in pony crates with a net weight of 57 lbs. or more.	Pony crate	Beginning of season-June 25	\$2.70	Col. 5 price plus freight from El Centro, Calif., plus protective services stated in Table A below.	Col. 6 price plus 70¢
8			June 26-July 25	2.25		
8a			July 26-end of season	1.90		
9	Cantaloup or honeyball melons in jumbo crates with a net weight of less than 83 pounds, in standard crates with a net weight of less than 68 pounds, in pony crates with a net weight of less than 57 pounds, and in all other containers.	Pound	Beginning of season-June 25	.0477	Maximum price for item 1 above divided by 83.	Col. 6 price plus 17¢
10			June 26-July 25	.0394		
11			July 26-end of season	.0337		
12	Cantaloup or honeyball melons in bulk (no container).	Pound	Beginning of season-June 25	\$0.0350	Col. 5 price plus freight from El Centro, Calif.	Col. 6 price plus 7¢
13			June 26-July 25	.0267		
14			July 26-end of season	.0210	Col. 5 price plus freight from Mendota, Calif.	

¹ For f. o. b. shipping point prices in certain other States, see Table 10 (a) below.

² In figuring a price under this Column, the Column 5 price to be used is the price in effect at the time of sale at the wholesale receiving point.

³ For the sellers covered by Column 7 see general provisions of this appendix.

⁴ During the period beginning May 23, 1945 and ending June 5, 1945, for cantaloups, the Column 5 price shall be for Item 1 (Jumbo crates with minimum net weight of 83 pounds) \$7.20; for Item 4 (standard crates with a minimum net weight of 68 pounds) \$5.90; for Item 7 (pony crates with a minimum net weight of 57 pounds) \$4.95; for Item 9 (in all other containers) 8.68 cents per pound; and for Item 12 (in bulk) 7.41 cents per pound.

[Table 10 amended by Am. 42, F.R. 8148, effective 7-18-44; Am. 47, 9 F.R. 9512, effective 8-3-44; Am. 58, 9 F.R. 12038, effective 10-5-44; and Am. 106, 10 F.R. 5955, effective 5-23-45]

[NOTE: Order No. 4 under section 13a issued June 9, effective June 25, 1945, provides that: "Maximum prices set for cantaloups, honeyball melons and honeydew melons for the period May 1-June 25 (see Maximum Price Regulation 426, section 15, Appendix H, paragraph (b), Tables 10 and 11) shall apply through July 7, 1945, and that the maximum prices set for those melons for the period June 26-July 25 shall not be effective until July 8, 1945." (10 F.R. 7013)]

TABLE 10 (A)—MAXIMUM PRICES F. O. B. SHIPPING POINTS IN STATES OTHER THAN CALIFORNIA AND ARIZONA, FOR CANTALOUPS AND HONEYBALL MELONS—JULY 26—END OF SEASON

States	Container	Minimum net weight (pounds)	F. o. b. shipping point price—		States	Container	Minimum net weight (pounds)	F. o. b. shipping point price—	
			Per container	Per pound				Per container	Per pound
Colorado, New Mexico, Texas, and Utah.	Jumbo	83	\$3.00		Georgia, North Carolina, South Carolina, and Ohio.	Jumbo	83	\$3.65	
	Standard	68	2.60			Standard	68	3.20	
	Any other containers			\$0.0387		Any other container			\$0.0467
	Bulk—no container			.0260		Bulk—no container			.0340
Oregon and Washington.	Jumbo	83	3.15		Delaware, Maryland, New Jersey, and New York.	Jumbo	83	3.80	
	Standard	68	2.75			Standard	68	3.30	
	Any other container			.0407		Any other container			.0487
	Bulk—no container			.0280		Bulk—no container			.0360
Arkansas, Illinois, Indiana, Iowa, Kansas, Michigan, and Oklahoma.	Jumbo	83	3.50						
	Standard	68	3.05						
	Any other containers			.0447					
	Bulk—no container			.0320					

[Table heading amended by Am. 58, 9 F.R. 12038, effective 10-5-44]

TABLE 11—MAXIMUM PRICES FOR HONEYDEW MELONS

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices f.o.b. shipping points in Arizona and California	Maximum prices for sales delivered to any wholesale receiving point in any quantity ¹	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ²
1.....	Honeydew melons in jumbo or standard honeydew crates with a net weight of 39 pounds or more.	Honeydew crate.	Beginning of season-June 25....	\$2.30	Col. 5 price plus freight from El Centro, Calif., plus protective services stated in Table A below. Col. 5 price plus freight from Mendota, Calif., plus protective services stated in Table A below.	Col. 6 price plus 60¢.
2.....			June 26-July 25.....	2.00		
3.....			July 26-end of season.....	1.85		
4.....	Honeydew melons in jumbo cantaloup crates with a net weight of 58 pounds or more.	Jumbo crate.....	Beginning of season-June 25....	3.45	Col. 5 price plus freight from El Centro, Calif., plus protective services stated in Table A below. Col. 5 price plus freight from Mendota, Calif., plus protective services stated in Table A below.	Col. 6 price plus 95¢.
5.....			June 26-July 25.....	3.00		
6.....			July 26-end of season.....	2.75		
7.....	Honeydew melons in jumbo or standard crates with a net weight of less than 39 pounds, in jumbo cantaloup crates with a net weight of less than 58 pounds, and in all other containers.	Pound.....	Beginning of season-June 25....	.0596	Maximum price for item 1 above divided by 39. Maximum price for item 2 above divided by 39. Maximum price for item 3 above divided by 39.	Col. 6 price plus 1½¢.
8.....			June 26-July 25.....	.0513		
9.....			July 26-end of season.....	.0474		
10.....	Honeydew melons in bulk (no containers).	Pound.....	Beginning of season-June 25....	.0404	Col. 5 price plus freight from El Centro, Calif. Col. 5 price plus freight from Mendota, Calif.	Col. 6 price plus 1½¢.
11.....			June 26-July 25.....	.0321		
12.....			July 26-end of season.....	.0282		

¹ In figuring a price under Column 6, the Column 5 price to be used is the price in effect at the time of sale at the wholesale receiving point.

² For sellers covered by Column 7 see general provisions of this appendix.

[Table 11 amended by Am. 58, 9 F.R. 12038, effective 10-5-44]

[NOTE: Order No. 4 under section 13a issued June 9, effective June 25, 1945, provides that: "Maximum prices set for cantaloups, honeyball melons and honeydew melons for the period May 1-June 25 (see Maximum Price Regulation 428, section 15, Appendix H, paragraph (b), Tables 10 and 11) shall apply through July 7, 1945, and that the maximum prices set for these melons for the period June 26-July 25 shall not be effective until July 8, 1945." (10 F.R. 7013)]

TABLE 12—MAXIMUM PRICES FOR PERSIAN MELONS, CASABA MELONS, CRANSHAW MELONS, AND ALL OTHER MELONS (EXCEPT WATERMELONS) NOT MENTIONED IN APPENDIX H

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices f.o.b. shipping points in Arizona and California	Maximum prices for sales delivered to any wholesale receiving point in any quantity ¹	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ²
1.....	Persian melons in jumbo Persian crates with a net weight of 43 pounds or more.	Jumbo crate.....	All year.....	\$2.35	Col. 5 price plus freight from Mendota, Calif., plus protective services stated in Table A below.	Col. 6 price plus 70¢.
2.....	Persian melons in standard Persian crates with a net weight of 37 pounds or more.	Standard crate.....	All year.....	2.05		Col. 6 price plus 60¢.
3.....	Persian melons in pony Persian crates with a net weight of 35 pounds or more.	Pony crate.....	All year.....	1.90		Col. 6 price plus 55¢.
4.....	Persian melons in jumbo Persian crates with a net weight of less than 43 lbs., in standard Persian crates with a net weight of less than 37 lbs., in Persian pony crates with a net weight of less than 35 lbs. and in all other containers.	Pound.....	All year.....	.0548	Maximum price for item 3 above divided by 35.	Col. 6 price plus 1½¢.
5.....	Persian melons in bulk (no container).	Pound.....	All year.....	.0356	Col. 5 price plus freight from Mendota, Calif.	Col. 6 price plus 1½¢.
6.....	Casaba melons in jumbo or standard crates with a net weight of 42 pounds or more.	Jumbo or standard crate.....	All year.....	1.75	Col. 5 price plus freight from Mendota, Calif., plus protective services stated in Table A below. Maximum price for item 6 above divided by 42 pounds.	Col. 6 price plus 50¢.
7.....	Casaba melons in jumbo or standard crates with a weight of less than 42 pounds, and in all other containers.	Pound.....	All year.....	.0417		Col. 6 price plus 1½¢.
8.....	Casaba melons in bulk (no container).	Pound.....	All year.....	.0239		Col. 6 price plus 1½¢.
9.....	Cranshaw melons in jumbo or standard crates with a net weight of 40 pounds or more.	Jumbo or standard crate.....	All year.....	2.25	Col. 5 price plus freight from Mendota, Calif., plus protective services stated in Table A below. Maximum price for item 9 above divided by 40.	Col. 6 price plus 60¢.
10.....	Cranshaw melons in jumbo or standard crates with a net weight of less than 40 pounds and in all other containers.	Pound.....	All year.....	.0562		Col. 6 price plus 1½¢.
11.....	Cranshaw melons in bulk (no container).	Pound.....	All year.....	.0374		Col. 6 price plus 1½¢.
12.....	All other melons, in any containers.	Pound.....	All year.....	.0417	Col. 5 price plus freight from Mendota, Calif., plus protective services stated in Table A below.	Col. 6 price plus 1½¢.
13.....	All other melons, in bulk (no container).	Pound.....	All year.....	.0239		

¹ In figuring a price under Column 6, the Column 5 price to be used is the price in effect at the time of sale at the wholesale receiving point.

² For the persons covered by Column 7, see general provisions of this appendix.

[Table 12 amended by Am. 58, 9 F.R. 12038, effective 10-5-44]

TABLE A—ALLOWANCES FOR PROTECTIVE SERVICES TO BE USED IN CALCULATING MAXIMUM PRICES IN COLUMN 6 OF TABLES 10, 11, AND 12

Kind of melon	Container	Wholesale receiving points			Kind of melon	Container	Wholesale receiving points			
		In California and Arizona	In all other areas				In California and Arizona	In all other areas		
			West of and including Chicago	East of Chicago				West of and including Chicago	East of Chicago	
		<i>Cents</i>	<i>Cents</i>	<i>Cents</i>			<i>Cents</i>	<i>Cents</i>	<i>Cents</i>	
Cantaloup and Honeyball.	Jumbo crate.....	18	39	44	Persian.....	Jumbo crate.....	10	22	25	
	Standard crate.....	15	34	38		Standard crate.....	9	20	23	
	Pony crate.....	13	28	32		Pony crate.....	9	20	23	
	Any other container, per pound.....	$\frac{1}{4}$	$\frac{1}{2}$	$\frac{3}{4}$		Any other container, per pound.....	$\frac{1}{4}$	$\frac{3}{4}$	$\frac{3}{4}$	
	Bulk (no container).....	None	None	None		Bulk (no container).....	None	None	None	
Honeydew.....	Jumbo or standard Honeydew crate.....	10	22	25	Casaba.....	Jumbo or standard crate.....	10	22	25	
	Jumbo cantaloup crate.....	18	39	44		Any other container, per pound.....	$\frac{1}{4}$	$\frac{3}{4}$	$\frac{3}{4}$	
	Any other container, per pound.....	$\frac{1}{4}$	$\frac{3}{4}$	$\frac{3}{4}$		Bulk (no container).....	None	None	None	
	Bulk (no container).....	None	None	None		Jumbo or standard crate.....	10	22	25	
						Any other container, per pound.....	$\frac{1}{4}$	$\frac{3}{4}$	$\frac{3}{4}$	
					Cranshaw.....	Bulk (no container).....	None	None	None	
						Any container, per pound.....	$\frac{1}{4}$	$\frac{3}{4}$	$\frac{3}{4}$	
						Bulk (no container).....	None	None	None	
					All other melons (except watermelons).					

[Tables 10, 10 (a), 11, 12, and A added by Am. 36, 9 F.R. 7580, effective 7-11-44 as to all sales f. o. b. country shipping point, as to all other sales as follows: 7-25-44, as to states wholly east of the Mississippi River except Illinois and Wisconsin; 7-20-44 as to all other states and amended as otherwise noted]

TABLE 13—MAXIMUM PRICES FOR CABBAGE

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Commodity, unit, style of pack ¹	Zone in which wholesale receiving point is located ²	Season	Maximum prices f. o. b. shipping points ³	Maximum prices for sales delivered to any wholesale receiving point in any quantity ⁴	Maximum price for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer. ⁵
1.....	Cabbage per lb. in any container.....	I..... II..... III.....	July 1 through Sept. 30.....	The appropriate price in Column 6, less actual cost to the buyer of protective services and freight from the shipping point to the wholesale receiving point.	Cents 3.3 3.0 2.7	Column 6 price plus $\frac{1}{10}$ ¢.

¹ For cabbage sold in bulk (loose without containers) or in containers supplied by the buyer, the maximum price is the price in the above table less $\frac{1}{10}$ ¢.

² The zones mentioned in Column 3 consist of the following states:

Zone I: Louisiana, Mississippi, Alabama, Georgia, South Carolina, Florida, and Texas.

Zone II: Kansas, Oklahoma, Missouri, Arkansas, Kentucky, Tennessee, Virginia, North Carolina, California, Arizona, Utah, New Mexico, Nevada, Wyoming, Montana, North Dakota, South Dakota, Nebraska, Idaho.

Zone III: All other states and the District of Columbia.

³ The prices figured under Column 5 apply to buyers and not to sellers.

⁴ The prices in Columns 6 and 7 include all allowances for freight, protective services and all other charges.

⁵ For the sellers covered by Column 7 see the general provisions of this appendix.

[Table 13 added by Am. 38, 9 F.R. 7583, effective 7-10-44]

TABLE 14—MAXIMUM PRICES FOR SWEET POTATOES

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Commodity and unit ¹	Zone ²	Season	Maximum prices f. o. b. shipping point	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less-than-carlots or less-than-truck-lots delivered to the premises of any retail stores, Government procurement agency or institutional buyer. ³
1.....	Sweet potatoes in a bushel containing not less than 50 lbs. if green, and 45 lbs. if cured.	I.....	July 15-Sept. 10.....	\$3.05	The price in Column 5 for shipping points in Zone I in effect at the time the goods are sold at the wholesale receiving point, plus freight from basing point (Sunset, La.) to the wholesale receiving point, without allowance for protective services.	Price in Column 6 plus 5¢.
2.....		II.....		3.15		
3.....		III.....		3.25		
4.....		IV.....		3.45		
5.....		I.....	Sept. 11-Sept. 25.....	2.50		
6.....		II.....		2.60		
7.....		III.....		2.70		
8.....		IV.....		2.90		
9.....		I.....	Sept. 26-Nov. 3.....	1.90		
10.....		II.....		2.00		
11.....		III.....		2.10		
12.....		IV.....		2.30		
13.....		I.....	Nov. 4-Nov. 18.....	2.20		
14.....		II.....		2.30		
15.....		III.....		2.40		
16.....		IV.....		2.60		
17.....		I.....	Nov. 19-Feb. 3.....	2.60		
18.....		II.....		2.70		
19.....		III.....		2.80		
20.....		IV.....		3.00		
21.....		I.....	Feb. 4-Mar. 3.....	2.70		
22.....		II.....		2.80		
23.....		III.....		2.90		
24.....		IV.....		3.10		

See footnotes at end of table.

TABLE 14—MAXIMUM PRICES FOR SWEET POTATOES

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Commodity and unit ¹	Zone ²	Season	Maximum prices f. o. b. shipping point	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less-than-car-lots or less-than-truck-lots delivered to the premises of any retail stores, Government procurement agency or institutional buyer. ³
25.....	Sweet potatoes in a bushel containing not less than 50 lbs. if green, and 45 lbs. if cured.	I.....	Mar. 4-Apr. 3.....	2.90	The price in Column 5 for shipping points in Zone 1 in effect at the time the goods are sold at the wholesale receiving point, plus freight from basing point (Sunset, La.) to the wholesale receiving point, without allowance for protective services.	Price in Column 6 plus 55c.
26.....		II.....		3.00		
27.....		III.....		3.10		
28.....		IV.....		3.30		
29.....		I.....	Apr. 4-May 3.....	3.00		
30.....		II.....		3.10		
31.....		III.....		3.20		
32.....		IV.....		3.40		
33.....		I.....	May 4-July 14.....	3.15		
34.....		II.....		3.25		
35.....		III.....		3.35		
36.....		IV.....		3.55		

¹ For sweet potatoes sold in containers other than those specified in Column 2, the maximum price per pound is the appropriate price in Column 5 or Column 6 for cured or green sweet potatoes, as the case may be, and for the appropriate zone and season, divided by 50 in the case of green sweet potatoes or 45 in the case of cured sweet potatoes. For such sales the markup under Column 7, above, is 1¢ per pound. For sweet potatoes in bulk, the maximum price per pound is 1½¢ less than the appropriate maximum price figured according to this footnote for sweet potatoes in containers other than those specified in Column 2.

² Zone I consists of the states of Louisiana and Texas; Zone II consists of the states of Alabama, Arkansas, Florida, Georgia, Mississippi, Oklahoma, and South Carolina and Tennessee. Zone III consists of the states of Delaware, Kansas, Kentucky, Illinois, Indiana, Iowa, Maryland, Missouri, New Jersey, New Mexico, North Carolina, and Virginia. Zone IV consists of the state of California.

³ For the sellers covered by Column 7 see general provisions of this appendix.

[Table 14 added by Am. 40, 9 F.R. 7774, effective 7-15-44 as for sales f. o. b. country shipping point, and 7-25-44 for all other sales; amended by Am. 55, 9 F.R. 10878, effective 9-1-44; Am. 68, 9 F.R. 13138, effective 11-4-44; and Am. 82, 10 F.R. 1540, effective 2-8-45. Heading amended by Am. 82]

TABLE 15—MAXIMUM PRICES FOR RED SOUR CHERRIES

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc. ¹	Unit	Season	Maximum price f. o. b. shipping points	Maximum price for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlot or less than trucklot quantities delivered to the premises of any retail store, Government procurement agency or institutional buyer. ²
1.....	Red Sour cherries with stems sold in any container.	Pound.....	Entire season.....	11 cents...	Price in Column 5 plus freight from shipping point to the wholesale receiving point, and plus actual costs of protective services not to exceed a common carrier's lowest charge for the same services.	Col. 6 price plus 1½ cents.
2.....	Red Sour cherries without stems sold in any container.	Pound.....	Entire season.....	9½ cents...		

¹ The maximum price for red sour cherries sold in bulk (loose without containers or in containers furnished by the buyer) shall be 2 cents per pound less than the appropriate prices per pound for Item 1 and 2 in Columns 5, 6, or 7.

² For sellers covered by Column 7 see general provisions of this appendix.

[Table 15 added by Am. 41, 9 F.R. 7834, effective 7-18-44, except for red sour cherries shipped from the shipping point and actually sold before 7-18-44 and except for red sour cherries shipped from the shipping point, before 7-12-44 whether sold or unsold]

TABLE 16—MAXIMUM PRICES FOR LETTUCE

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum price f. o. b. shipping points in California and Arizona	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer. ²
1.....	Iceberg lettuce in L. A. or Salinas crates containing not less than 48 heads with a net weight of 60 pounds or more. ¹	L. A. or Salinas crate.	Dec. 1-Mar. 31....	\$3.25.....	\$3.25 plus freight (including 3 percent transportation tax) from El Centro, California plus protective services. ²	Column 6 price plus 90 cents.
2.....		L. A. or Salinas crate.	Apr. 1-Nov. 30....	\$3.25.....		
3.....	Iceberg lettuce in L. A. or Salinas crates containing less than 48 heads or with a net weight of less than 60 pounds and all other lettuce, except hothouse lettuce, in any container. ¹	Pound.	Dec. 1-Mar. 31....	5.4 cents per pound.....	Maximum price above (item 1) divided by 60.	Column 6 price plus 1½ cents per pound.
4.....		Pound.	Apr. 1-Nov. 30....	5.4 cents per pound.....		
5.....	Hothouse lettuce in any container. ¹	Pound.	All year.....	Maximum prices per pound above (Items 3 and 4) plus 8 cents.	Column 6 price plus 1½ cents per pound.

See footnotes at end of table.

- ¹ The maximum price for lettuce sold in bulk (loose without containers) shall be 1 cent less than the appropriate price per pound listed in Columns 5, 6, or 7.
² Protective service allowances shall be added in accordance with the following groups of wholesale receiving points during shipping seasons indicated.

Wholesale receiving points	Allowance for protective service per L. A. or Salinas crate (includes 3 percent transportation tax)				
	Jan.-Feb.	Mar.-Apr.	May	June 1 to Oct. 15	Oct. 16 to Dec. 31
1. In States wholly east of Mississippi River (except Wisconsin and Illinois).....	0.16	0.20	0.25	0.35	0.20
2. In all other states except for intra-state shipments described in 3 below.....	.16	.20	.25	.25	.20
3. In California and Arizona, in cases where the shipping point and the wholesale receiving point are in the same state.....		Entire season, 0.07			

³ For sellers covered by Column 7, see general provisions of this appendix.

[Table 16 added by Am. 51, 9 F.R. 10192, effective 8-19-44. Footnote 2 amended by Am. 64, 9 F.R. 12843, effective 10-21-44]

(c) *Table of maximum markups applicable to all listed commodities.* The following table states the maximum markups which may be added for certain distributive services. In each case, the maximum price shall be figured by adding the appropriate markup to the named f. o. b. or delivered maximum price, as the case may be. In figuring maximum prices, markups may not be taken cumulatively.

Example. If a carlot receiver buys a carlot of snap beans delivered at the wholesale receiving point from a grower selling through a broker, the grower's ceiling price is the maximum delivered price plus the broker's fee (not to exceed 11¢ per bushel) and the carlot receiver's ceiling price on the resale is the maximum carlot delivered price plus 40¢. In other words, the broker's fee comes out of the 40¢ and is not added to it.

TABLE OF MAXIMUM MARKUPS TO BE ADDED TO THE APPLICABLE MAXIMUM PRICE F. O. B. SHIPPING POINT OR THE MAXIMUM DELIVERED PRICE, AS THE CASE MAY BE [See Columns 5 and 6 of tables in paragraph (b)]

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9	Col. 10
Item No.	Commodity	Unit ³	Sales by a grower or a country shipper ¹		Sales by anyone, other than a grower or country shipper, who has purchased a carlot or trucklot, and sells such a carlot or trucklot unbroken	Sales by carlot receivers in less-than-carlots or less-than-trucklots. (For sales by carlot receivers through auction the mark-ups named in Col. 4 shall be applied)	Sales by secondary jobbers in any quantity delivered to the premises of the purchaser	Sales by a service wholesaler delivered to the premises of any retail store, Government procurement agency, or institutional buyer, within the free delivery zone. ²	
			Through a broker, shipper's sales agent or commission merchant in carlots or trucklots or through broker, shipper sales agent, or auction in less-than-carlot or less-than-trucklot	Through a commission merchant in less than carlots or less than trucklots				Half container or larger or in bulk in any quantity	Less than half container
1.	Snap beans.....	Bushel.....	\$0.11	\$0.40	\$0.11	\$0.40	\$0.75	\$0.75	
		Other containers (or in bulk).....	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	2/4¢ per lb.	2/4¢ per lb.	3/4¢ per lb.
		1 1/2 bu. crate.....	\$0.14	\$0.50	\$0.14	\$0.50	\$0.90	\$0.90	
2.	Peppers.....	Bushel.....	\$0.11	\$0.40	\$0.11	\$0.40	\$0.75	\$0.75	
		Other containers (or in bulk).....	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	2/4¢ per lb.	2/4¢ per lb.	3/4¢ per lb.
		1 1/2 bu. crate.....	\$0.14	\$0.50	\$0.14	\$0.50	\$0.90	\$0.90	
3.	Egg plant.....	Bushel.....	\$0.11	\$0.40	\$0.11	\$0.40	\$0.75	\$0.75	
		Other containers (or in bulk).....	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	2¢ per lb.	2¢ per lb.	3¢ per lb.
		Other than hothouse, bushel.....	\$0.11	\$0.40	\$0.11	\$0.40	\$0.75	\$0.75	
		Lugs.....	\$0.07	\$0.22	\$0.07	\$0.22	\$0.45	\$0.45	
4.	Cucumbers.....	Other containers (or in bulk).....	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	2/4¢ per lb.
		Hothouse—All containers (or in bulk).....	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	2/4¢ per lb.	2/4¢ per lb.	3/4¢ per lb.
5.	Spinach.....	Bushel.....	\$0.07	\$0.25	\$0.07	\$0.25	\$0.45	\$0.45	
		Other containers (or in bulk).....	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	2/4¢ per lb.	2/4¢ per lb.	3/4¢ per lb.
		L. A. Crate (containing 72 bunches or more and with a minimum net weight of one pound per bunch).....	\$0.14	\$0.50	\$0.14	\$0.50	\$0.90	\$0.90	
		Per dozen bunches.....	2/4¢	\$0.09	2/4¢	\$0.09	\$0.15	\$0.15	20¢ per doz.
		(Minimum net weight per bunch—1 lb.).....							
6.	Carrots.....	Other bunches, per pound.....	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢ per lb.
		Clipped, topped 50# (in containers).....	\$0.07	\$0.25	\$0.07	\$0.25	\$0.45	\$0.45	
		Topped 50# (in containers).....	\$0.07	\$0.25	\$0.07	\$0.25	\$0.45	\$0.45	
		Clipped topped or topped (in containers) per lb.....	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	1.2¢ per lb.
		Bulk per lb.....	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	
7.	Peas.....	Bushel.....	\$0.11	\$0.40	\$0.11	\$0.40	\$0.75	\$0.75	
		Other containers (or in bulk).....	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	1/4¢ per lb.	2/4¢ per lb.	2/4¢ per lb.	3/4¢ per lb.
8.	Strawberries, blackberries, dewberries, red and black raspberries.....	Pint.....	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	
		Quart.....	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	
		Pound.....	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	
		24 pint crate.....	\$0.10	\$0.45	\$0.10	\$0.45	\$0.80	\$0.80	
		24 quart crate.....	\$0.15	\$0.70	\$0.15	\$0.70	\$1.20	\$1.20	
9.	Watermelon.....	Pound.....	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	
10.	Cantaloup and Honeyball melons.....	Jumbo.....	\$0.14	\$0.52	\$0.14	\$0.52	\$0.95	\$0.95	
11.		Standard.....	\$0.13	\$0.47	\$0.13	\$0.47	\$0.85	\$0.85	
12.		Pony.....	\$0.11	\$0.39	\$0.11	\$0.39	\$0.70	\$0.70	
13.		Pound.....	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	
14.	Honeydew melons.....	Jumbo or Standard.....	\$0.09	\$0.33	\$0.09	\$0.33	\$0.60	\$0.60	
15.		Jumbo Cantaloup.....	\$0.14	\$0.52	\$0.14	\$0.52	\$0.95	\$0.95	
16.		Pound.....	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	
17.	Persian melons.....	Jumbo.....	\$0.11	\$0.39	\$0.11	\$0.39	\$0.70	\$0.70	
18.		Standard.....	\$0.09	\$0.33	\$0.09	\$0.33	\$0.60	\$0.60	
19.		Pony.....	\$0.08	\$0.30	\$0.08	\$0.30	\$0.55	\$0.55	
20.		Pound.....	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	
21.	Casaba melons.....	Jumbo or Standard.....	\$0.08	\$0.28	\$0.08	\$0.28	\$0.50	\$0.50	
22.		Pound.....	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	
23.	Cranshaw melons.....	Jumbo or Standard.....	\$0.09	\$0.33	\$0.09	\$0.33	\$0.60	\$0.60	
24.		Pound.....	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	
25.	All other melons except water melons.....	Pound.....	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	1/4¢	

TABLE OF MAXIMUM MARKUPS TO BE ADDED TO THE APPLICABLE MAXIMUM PRICE F. O. B. SHIPPING POINT OR THE MAXIMUM DELIVERED PRICE, AS THE CASE MAY BE—CON.

[See Columns 5 and 6 of tables in paragraph (b)]

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9	Col. 10
Item No.	Commodity	Unit ¹	Sales by a grower or a country shipper ¹		Sales by anyone, other than a grower or country shipper, who has purchased a carlot or trucklot, and sells such a carlot or trucklot unbroken	Sales by carlot receivers in less-than-carlots or less-than-trucklots. (For sales by carlot receivers through auction the mark-ups named in Col. 4 shall be applied)	Sales by secondary jobbers in any quantity delivered to the premises of the purchaser	Sales by a service wholesaler delivered to the premises of any retail store, Government procurement agency, or institutional buyer within the free delivery zone ²	
			Through a broker, shipper's sales agent or commission merchant in carlots or trucklots or through broker, shipper's sales agent, or auction in less-than-carlot or less-than-trucklot	Through a commission merchant in less-than-carlots or less-than-trucklots				Half container or larger or in bulk in any quantity	Less than half-container
26	Cabbage	50 lb. sack	\$0.07	\$0.25	\$0.07	\$0.25	\$0.45	\$0.45	
27	Sweetpotatoes	(Other containers (or in bulk))	1/10¢ per lb.	1/10¢ per lb.	1/10¢ per lb.	1/10¢ per lb.	1/10¢ per lb.	1/10¢ per lb.	1 1/2¢ per lb.
		Bu	8¢	30¢	8¢	30¢	55¢	55¢	
		Lb.	1/10¢	1/10¢	1/10¢	1/10¢	1¢	1¢	1 1/2¢
28	Red sour cherries	Pound	2/10¢	2/10¢	2/10¢	2/10¢	1 1/2¢	1 1/2¢	1 1/2¢
29	Lettuce	(L. A. or Salinas crate)	\$0.14	\$0.50	\$0.14	\$0.50	\$0.90	\$0.90	
30		(Other containers (or in bulk))	2/10¢	2/10¢	2/10¢	2/10¢	1 1/2¢	1 1/2¢	2 1/2¢

¹ Charges determined under MPR 165 shall be used instead of those listed in this table if such charges are lower than the mark-ups listed.² Mark-ups listed in Column 9 are on a full container basis (except where otherwise specified). Where the total quantity sold is a half-container or larger but less than a full container, the per pound or other unit mark-up shall be used, whether the goods are sold in a container or in bulk. Where the total quantity sold is in less than a half-container, the per pound or unit mark-up in Column 10 shall be used. Column 10 shall not apply to sales made in bulk.³ The bushel and crate containers listed in this column must contain the minimum net weights specified in Column 2 of the applicable table in paragraph (b). For bushels and crates containing less than this minimum net weight the per pound mark-up shall apply.⁴ [Deleted.]

[Table amended by Am. 23, 9 F.R. 4086, effective 4-14-44; Am. 25, 9 F.R. 4434, effective 4-27-44; Am. 26, 9 F.R. 4786, effective 5-4-44; Am. 29, 9 F.R. 5926, effective 6-5-44; Am. 33, 9 F.R. 7434, effective 7-3-44; Am. 34, 9 F.R. 7259, effective 6-29-44; Am. 35, 9 F.R. 7268, effective 7-1-44; Am. 36, 9 F.R. 7580, effective 7-11-44 as to all sales f. o. b. country shipping point, and as to all other sales as follows: 7-25-44 as to states wholly east of the Mississippi River except Illinois and Wisconsin; 7-20-44 as to all other states; Am. 38, 9 F.R. 7533, effective 7-10-44; Am. 40, 9 F.R. 7774, effective 7-15-44 for sales f. o. b. country shipping point, and 7-25-44 for all other states; Am. 41, 9 F.R. 7834, effective 7-18-44, except for red sour cherries shipped from the shipping point and actually sold before 7-18-44 and except for red sour cherries shipped from the shipping point, before 7-12-44, whether sold or unsold; Am. 42, 9 F.R. 8148, effective 7-18-44; Am. 51, 9 F.R. 10192, effective 8-19-44; and Am. 64, 9 F.R. 12643, effective 10-21-44. Table heading amended by Am. 55, 9 F.R. 10878, effective 9-1-44 and Am. 85, 10 F.R. 1910, effective 2-19-45. Footnote 4 added by Am. 66, 9 F.R. 12973, effective 10-30-44 and deleted by Am. 78, 10 F.R. 49, effective 1-1-45]

(d) Provisions applicable to growers and country shippers—(1) Prohibition against certain payments. No grower or country shipper shall receive, and no person shall pay to any grower or country shipper, an amount in excess of the maximum price f. o. b. (if sold f. o. b.) or the maximum price for delivered sales (if sold delivered) (see Columns 5 and 6 of the applicable table in paragraph (b)), regardless of the type of sale or the type of purchaser, and regardless of any existing or future commitment between buyer and seller. However, this rule does not affect any allowance made to growers and country shippers for sales through agents for pre-cooling, initial icing or refrigeration services in sales f. o. b. shipping point; to ultimate consumers; delivered to the premises of retail stores, designated receiving depots of government procurement agencies, institutional buyers, intermediate sellers and retailers' warehouses; or in farmers' markets.

No person who does not pack and ship the listed commodity being priced and who does not regularly operate a packing and shipping plant for that commodity, shall purchase acreage at a price which, after the costs of harvesting, hauling and packing have been added, results in a price higher than the maximum price, f. o. b. shipping point, listed in the applicable table in paragraph (b).

Example.—Suppose a retailer wishes to buy an unharvested field of carrots from a grower. The amount which he pays the grower for the carrots, plus the cost of harvesting, hauling and packing, may not exceed the maximum price, f. o. b. shipping point, for carrots in the kind of container in which they are being packed, as set forth in the table for carrots in paragraph (b).

"Country shipper" means any person, including a grower, grower's cooperative, or packer, who grades, sizes, packs or otherwise prepares the listed commodity being priced for shipment and who sells the commodity from a farm, orchard, grove or other country

shipping point. A person who has the listed commodity packed or prepared for him for sale shall be deemed to be a "country shipper", and the country shipping point shall be deemed to be the place where the particular fruits or vegetables have been prepared for shipment.

"Ultimate consumer" means a person who buys the listed commodity being priced for direct consumption. However, as used in this appendix, the term does not include a commercial, industrial, or institutional user or government procurement agency.

[Subparagraph (1) amended by Am. 35, 9 F.R. 7268, effective 7-1-44; and Am. 55, 9 F.R. 10878, effective 9-1-44]

(2) Sales by growers or country shippers direct and through brokers, shippers' sales agents, commission merchants or auctions.

(i) For sales of listed commodities by growers or country shippers in carlots or trucklots through a broker, shipper's sales agent or commission merchant or in less-than-carlots or less-than-trucklots through a broker or shipper's sales agent, the maximum price in each case is the maximum price, f. o. b. country shipping point or the maximum delivered price in Column 6, as the case may be, for the particular goods being priced, as named in the applicable table in paragraph (b), plus the actual commission or fee charged for the particular sale, not to exceed the maximum allowable commission, or fee which such selling agent may charge under Maximum Price Regulation No. 165 or the markup shown in Column 4 of the table in paragraph (c), whichever is lower.

"Broker" or "shipper's sales agent" means a person other than a commission merchant or a salaried representative of a grower or country shipper, who for a commission or fee sells the particular goods being priced on behalf of his principal, without packing any part of the particular goods sold.

"Commission merchant" means a seller's agent who receives the particular goods being priced and who, for commission or fee, sells it in a terminal market or other wholesale receiving point, and who performs the wholesale functions of unloading cars or trucks and selling in less than carlots or less than trucklots on behalf of his principal, or who sells carlots or trucklots on behalf of his principal.

"Commission" or "fee" means the charge made by an agent for services performed in connection with the sale of the particular goods being priced. No amount which the agent pays over to his principal shall be considered part of his fee or commission.

[Headnote amended by Am. 25, 9 F.R. 4434, effective 4-27-44; and Am. 35, 9 F.R. 7268, effective 7-1-44. Subparagraph (1) amended by Am. 23, 9 F.R. 4086, effective 4-14-44; and Am. 55, 9 F.R. 10878, effective 9-1-44]

(ii) For sales of listed commodities by growers or country shippers through a commission merchant in less-than-carlots or less-than-trucklots, the maximum price in each case is the maximum delivered price for the listed commodity, as named in Column 6 of the applicable table in paragraph (b), plus the actual commission or fee charged for the particular sale, not to exceed the maximum allowable commission or fee which such selling agent may charge under Maximum Price Regulation No. 165 or the markup named in Column 5 of the table in paragraph (c), whichever is lower. (For deliveries made in conveyances owned by the seller, see paragraph (iv), below.)

Example. Assume that the maximum price for a carlot of carrots in L. A. crates delivered in a particular market is \$4.50 per crate. Assume that the commission merchant's actual fee (and his maximum fee under MPR 165) is 7% of the selling price, or \$0.34 per crate. The maximum markup in Column 5 of the table in paragraph (c) is

\$0.50 per crate. The maximum price for sales through the commission merchant is therefore \$4.50 plus \$0.34 or \$4.84 per crate.

[Subparagraph (ii) amended by Am. 23, 9 F.R. 4086, effective 4-14-44]

(iii) The maximum price in each case for sales by growers or country shippers through any auction is the maximum price, f. o. b. country shipping point, in the case of sales through auction at a country shipping point, or the maximum delivered price, in the case of sales through auction at a terminal market or other wholesale receiving point, as named in Column 6 of the applicable table in paragraph (b), plus the respective actual commissions or fees charged for the particular sale, not to exceed the maximum allowable commission or fee which the agent of the auction seller and which the auction company may charge under Maximum Price Regulation No. 165, plus any actual unloading charges in the terminal market, or, the markup named in Column 4 of the table in paragraph (c), whichever is lower.

"Auction" means a place where, on the basis of competitive bidding open to any person who has established credit with the auction company or pays cash, the listed commodity being priced is sold by persons operating through a licensed sales organization, known as an "auction company", for whose services a fee is charged.

[Subparagraph (iii) amended by Am. 23, and Am. 25, 9 F.R. 4434, effective 4-27-44]

(iv) For sales by growers or country shippers delivered, within a radius of 225 miles of the country shipping point, directly from the grower's farm, ranch or place of business at the country shipping point to the premises of (1) retail stores where resale is made to ultimate consumers, (2) institutional buyers, or (3) designated receiving depots of government procurement agencies, where the delivery of the particular goods being priced is made in an "original conveyance", owned or leased and operated by the grower or country shipper (and not furnished, owned or controlled, directly or indirectly, by the buyer), the maximum price in each case is the price for the listed commodity named in Column 7 of the applicable table in paragraph (b).

"Original conveyance" means the first conveyance (other than a railroad car) in which the particular goods being priced are loaded for shipment at the country shipping point.

[Subparagraph (iv) amended by Am. 23, 9 F.R. 4086, effective 4-14-44 and Am. 35, 9 F.R. 7268, effective 7-1-44]

(v) For sales by growers or country shippers delivered, within a radius of 225 miles of the country shipping point, directly from the grower's farm, ranch or place of business at the country shipping point to the premises of intermediate sellers or retailers' warehouses, where the delivery of the particular goods being priced is made in an "original conveyance", owned or leased and operated by the grower or country shipper (and not furnished, owned or controlled, directly or indirectly, by the buyer), the maximum price in each case is the price for the listed commodity named in Column 6 of the applicable table in paragraph (b) plus one-half the amount named in Column 7 of the table in paragraph (c) for the unit of the listed commodity being sold.

(vi) For sales by growers or country shippers in a farmer's market located at a wholesale receiving point within a radius of 225 miles of the country shipping point, where the goods being priced have been transported to the farmer's market in an "original conveyance", owned or leased and operated by the grower or country shipper (and not furnished, owned or controlled directly or indirectly by the buyer), the maximum price in each case is the price for the listed com-

modity named in Column 6 of the applicable table in paragraph (b) plus the amount named in Column 7 of the table in paragraph (c) for the unit of the listed commodity being sold.

(vii) For sales by growers or country shippers to ultimate consumers, the maximum price in each case is the price for the listed commodity named in Column 7 of the applicable table in paragraph (b) multiplied by 1.33. However, such price shall not exceed any applicable community price established by the Office of Price Administration.

(viii) For sales by growers and country shippers not covered by subdivisions (i) through (vii), the maximum price in each case shall be the appropriate price for the listed commodity named in Columns 5 and 6 of the applicable table in paragraph (b).

[Subparagraphs (v), (vi), (vii), and (viii) added by Am. 35, 9 F.R. 7268, effective 7-1-44]

(e) *Maximum prices for sales by persons other than growers or country shippers.* (1) If any person other than a grower or country shipper purchases and resells a listed commodity in unbroken carlots or trucklots, the maximum price in each case is the maximum price, f. o. b. country shipping point, or the maximum delivered price, in Column 6 as the case may be, in the applicable table in paragraph (b) plus the markup named in Column 6 of the table in paragraph (c).

[Subparagraph (1) corrected 9 F.R. 2091, effective 1-31-44; amended by Am. 23, 9 F.R. 4086, effective 4-14-44]

(2) The maximum price in each case for sales by persons other than growers and country shippers through a terminal auction is the maximum delivered price, as named in Column 6 of the applicable table in paragraph (b), plus the respective actual commission or fee charged for the particular sale, not to exceed the maximum allowable commission or fee which the agent of the auction seller and which the auction company may charge under Maximum Price Regulation No. 165, plus any actual unloading charges in the terminal market, or, the markup named in Column 4 of the table in paragraph (c), whichever is lower.

[Subparagraph (2) amended by Am. 23, 9 F.R. 4086, effective 4-14-44]

(3) The maximum price in each case for sales of less-than-carlots or less-than-trucklots by carlot or trucklot receivers is the maximum delivered price for the particular goods being priced in Column 6 of the applicable table of paragraph (b) plus the markup named in Column 7 of the table in paragraph (c). This price does not include delivery charges. If the seller makes delivery, he may also add the amount which the appropriate regional or district office determines to be applicable to deliveries in these cases (see paragraph (f)).

"Carlot receiver" or "trucklot receiver" means a person who for his own account and profit buys the particular goods being priced in unbroken carlots or unbroken trucklots for resale, in less-than-carlots or less-than-trucklots, to persons other than ultimate consumers. For sales of particular goods in unbroken carlots or trucklots, the seller shall not be considered a carlot receiver.

(4) The maximum price in each case for sales by secondary jobbers on a delivered basis is the maximum delivered price for the particular goods in Column 6 of the applicable table in paragraph (b) plus the markup named in Column 8 of the table in paragraph (c). "Delivered" means delivered to the buyer's premises within the free delivery zone and, in the case of retailers, delivered to the retail store.

The maximum price in each case for sales by secondary jobbers not on a delivered basis is the maximum price for sales on a

delivered basis less five cents per container for containers under 50 pounds (gross weight) and ten cents per container for containers 50 pounds or more (gross weight), except as these amounts may be changed by the appropriate regional or district office (see paragraph (f)).

"Secondary jobber" means a person other than a retailer who for his own account and profit purchases the particular goods being priced in less-than-carlots or less-than-trucklots and resells it in any quantities.

[Subparagraphs (3) and (4) amended by Am. 23, 9 F.R. 4086, effective 4-14-44; and Am. 55, 9 F.R. 10878; effective 9-1-44]

(5) The maximum price in each case for sales by service wholesalers on a delivered basis is the maximum delivered price for the listed commodity in Column 6 of the applicable table in paragraph (b) plus the markup named in Column 9 of the table in paragraph (c). "Delivered" means delivered to the buyer's premises within the free delivery zone and, in the case of retailers, delivered to the retail store.

A service wholesaler, when selling the listed commodity being priced on a delivered basis in quantities of less than one half-container, may add to the maximum delivered price for the listed commodity in the applicable table in paragraph (b) the markup named in Column 10 of the table in paragraph (c) but only if he has first offered to sell to the buyer on a full package basis.

The maximum price in each case for sales by service wholesalers not on a delivered basis is the maximum price for sales on a delivered basis less five cents per container for containers under 50 pounds (gross weight) and ten cents per container for containers 50 pounds or more (gross weight), except as these amounts may be changed by the appropriate regional or district office (see paragraph (f)).

"Service wholesaler" means a person who maintains a store or warehouse at which the particular goods being priced is received and stored or warehoused, who maintains at such store or warehouse facilities for cold storage, ripening, trimming, sorting, washing, repacking and other handling of the listed commodity, who employs salesmen to call on the trade in the city or country points which he services, and who sells the particular goods being priced to retail stores, government procurement agencies or institutional buyers.

[Subparagraph (5) amended by Am. 23, 9 F.R. 4086, effective 4-14-44]

(6) The maximum price for sales by secondary jobbers or service wholesalers delivered to the premises of any purchaser located outside of the free delivery zone is the maximum delivered price in Column 6 of the applicable table in paragraph (b) plus the applicable markup named in Columns 8, 9, or 10 of the table in paragraph (c), plus the cost of transportation, beyond the free delivery zone, figured at the lowest common or contract carrier rate for available transportation, from the seller's place of business to the premises of the purchaser. The amount added for transportation shall not exceed 25 cents per cwt. for the first 25 miles beyond the free delivery zone and five cents per cwt. for each successive 25 miles, and the total amount may not exceed 50 cents per cwt., except as these amounts may be changed by the appropriate regional or district office (see paragraph (f)).

[Subparagraph (6) amended by Am. 23, 9 F.R. 4086, effective 4-14-44]

(7) [Revoked]

[Subparagraph (7) revoked by Am. 23, 9 F.R. 4086, effective 4-14-44]

(8) All weighing and packing by growers and country shippers of the listed commodities shall be done in accordance with customary weighing and packing practices and

the requirements of the applicable State Agricultural Code. The provisions of section 14a (a) apply only to those containers of the listed commodities whose maximum prices are named in the applicable table in paragraph (b) hereof, on a per pound basis.

[Subparagraph (8) added by Am. 19, 9 F.R. 2008, effective 2-23-44 as to maximum prices f. o. b. shipping point; effective 3-3-44 as to maximum prices other than maximum prices f. o. b. shipping point named in tables 2, 3, 6, 7, 8 and 10 of paragraph (c) of Appendix I: effective 3-9-44 as to maximum prices other than maximum prices f. o. b. shipping point named in tables 1, 4, 5, 9 and 11 of paragraph (c) of Appendix I. Amended by Am. 29, 9 F.R. 5926, effective 6-5-44]

[Effective date provision of Am. 19 amended by Am. 21, 9 F.R. 2493, effective 3-3-44]

(1) *Adjustments by regional and district offices.* For the listed commodities, the regional offices of the Office of Price Administration, and such district offices as they in turn may authorize, are authorized:

(1) To determine the limits of the free delivery zone at any wholesale receiving point located within its jurisdiction and to adjust upwards or downwards the allowances provided in paragraph (e) (4) and (e) (5) for sales by secondary jobbers and service wholesalers on a non-delivered basis and to adjust upwards or downwards the allowances for transportation beyond the free delivery zones named in paragraph (e) (6), at the lowest rates for customary and generally available means of transportation.

(2) To determine and publish orders announcing the maximum amounts which carlot or trucklot receivers may add to their maximum prices for deliveries made within the free delivery zone at that wholesale receiving point.

(3) On individual application, to adjust the maximum markups for carlot and trucklot receivers, but not to exceed the maximum markups for service wholesalers named in Column 9 of the table in paragraph (e). These adjustments shall be restricted to cases where the applicant demonstrates, to the satisfaction of the regional or district office, that he is performing substantial functions beyond those performed by carlot or trucklot receivers.

[Paragraph (f) corrected 9 F.R. 2091, effective 1-31-44; amended by Am. 55, 9 F.R. 10878, effective 9-1-44]

(4) On individual application, to adjust upward the maximum price of any seller of any listed commodity (except berries) in unbroken packages, not exceeding 5 pounds (net weight) for spinach and 1 pound (net weight) for any other listed commodity, which has been trimmed, cleaned, washed or otherwise prepared for sale to the ultimate consumer ready for consumption without further preparation other than cooking. The maximum price as adjusted shall not be greater than the seller's former maximum price for the item being priced plus the difference between the applicant's cost of the bulk commodity at the time that price was established under Maximum Price Regulation 376 and the maximum price of the

bulk commodity established by this regulation for his customary type of supplier.

[Subparagraph (4) added by Am. 29, 9 F.R. 5926, effective 6-5-44. Former (4) revoked by Am. 23, 9 F.R. 4086, effective 4-14-44]

[Appendix H added by Am. 18, 9 F.R. 902, effective 1-31-44 as to maximum prices, f. o. b. shipping point and 2-15-44 as to all other maximum prices]

(5) To adjust upward the maximum price for lettuce in sales to agencies of the United States to account for any increase in cost which is caused by special trimming or cutting to meet the specifications required by such purchaser for overseas shipment.

[Subparagraph (5) added by Am. 51, 9 F.R. 10192, effective 8-19-44]

(g) *Miscellaneous adjustments for crop losses.*—(1) *Cabbage.* The maximum prices named in Table 13 of paragraph (b) and the markups named in Item 25 in the table in paragraph (c) are suspended from September 13, 1944, through September 30, 1944.

[Paragraph (g) added by Am. 56, 9 F.R. 11350, effective 9-13-44]

APPENDIX I—MAXIMUM PRICES FOR CITRUS FRUITS

(a) *Explanation.* This appendix establishes maximum prices for certain sales of oranges, grapefruit, lemons, and tangerines. It supersedes the provisions of Maximum Price Regulation No. 292, and applies to every seller of citrus fruits including growers, country shippers, carlot distributors, terminal brokers, carlot receivers, secondary jobbers, commission merchants and all other sellers except retailers.

Specifically, this appendix:

(1) Establishes designated basing points, maximum prices f. o. b. shipping point, for sales f. o. b. point of shipment,

(2) Establishes maximum prices at the wholesale receiving point for sales through certain named agents and for such sales by all sellers other than retailers,

(3) Establishes maximum prices for all sales of citrus fruits to retail stores, government procurement agencies and institutional buyers.

Each of the citrus fruits is covered by a separate table. Provisions which apply specially to any one kind of citrus fruit are to be found in footnotes to the applicable table. Provisions applicable to all the citrus fruits are to be found in the paragraphs following the tables. The maximum markups which may be added to the f. o. b. or delivered maximum prices, as the case may be, for certain types of sales common to all the citrus fruits, are set forth in a separate table.

Sales by growers or country shippers of five containers (not larger than a "standard" box) or less of citrus fruits in any one lot by mail or express to any one ultimate consumer shall be exempt from the provisions of this regulation, but such sales shall be subject to the provisions of this regulation when made by sellers other than growers or country shippers.

* 8 F.R. 135, 543, 2869, 3367, 6134.

The Office of Price Administration reserves the right to change any basing point named in this Appendix at any time, or to establish new or additional basing points, without changing the maximum prices f. o. b. country shipping point.

(b) *Definitions.*—(1) *Container definitions.*

(i) For California and Arizona citrus fruits, "standard" or "legal" container means 1½ bushel containers (wooden nailed boxes or wire-bound crates) conforming to the specifications of the standard orange box, the standard grapefruit box or the standard lemon box respectively, as prescribed by the Agricultural Code of the State of California, or two "half boxes" or two "half strap boxes", packed and lidded in conformity with the requirements of said Agricultural Code, or a "full box bag" or two "half box bags" containing a quantity of citrus fruit equivalent to that contained in a 1½ bushel container as described above.

(ii) For Florida and Texas citrus fruits, "standard" or "legal" container means 1½ bushel containers (wooden nailed boxes or wirebound crates) conforming to the specifications for citrus boxes and as published in Freight Container Bureau Tariffs No. 2B, ICC No. 14, and No. 3A, ICC No. 15, as amended, packed and lidded in conformity with the requirements of the Florida Citrus Commission for Florida fruit and in accordance with the requirements of the Texas Commission of Agriculture for Texas fruit. The term, "standard" or "legal" container, also includes two "half boxes" or two "half strap boxes" packed and lidded in conformity with the requirements of the Agricultural Codes of these states, or a "full box bag" or two "half box bags" or four "quarter box bags" or eight "one-eighth box (10 lbs.) bags" or ten "one-tenth box (8 lbs.) bags" or sixteen "one-sixteenth box (5 lbs.) bags", containing a quantity of citrus fruit equivalent to that contained in a 1½ bushel container as described above.

[Subparagraphs (i) and (ii) amended by Am. 23, 9 F.R. 4086, effective 4-14-44]

(iii) "Loose box" means a container of the same size as the standard or legal box filled without any special arrangement or sizing of the fruit and which may be lidded or unlidded.

(2) *Commodity definitions.* (i) "Oranges" includes all oranges, except tangerines.

(ii) "Tangerines" means tangerines, tangelos, satsumas, clementines, temple, and king oranges.

(c) *Maximum price tables applicable to individual citrus fruits.* The following tables state the maximum prices which apply to certain sales of citrus fruits by growers, country shippers, and by intermediate sellers. (For other transactions by these sellers, see the table in paragraph (d) and the provisions of paragraphs (e), (f) and (g).)

[Above paragraph amended by Am. 23]

Except as specified for bulk sales and "on the tree" sales, the maximum prices named in the tables of this paragraph include all costs of harvesting, hauling and packing, and no additional charge may be made for containers.

TABLE 1—MAXIMUM PRICES FOR ORANGES PRODUCED IN CALIFORNIA AND ARIZONA

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum price f. o. b. shipping point in California and Arizona	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ⁴
1 2	Oranges packed in standard containers of 1½ bushel contents for sale in all wholesale receiving points, except in California and Arizona.	1½ bushel standard container.	Nov. 16-Apr. 30. May 1-Nov. 15.	\$3.85. \$4.30.	(Col. 5 price plus freight ¹ (including 3% transportation tax ²) from Phoenix, Arizona, for all wholesale receiving points in the states of Oregon, Washington, Montana, Nevada, Idaho and Utah; and Los Angeles, California for wholesale receiving points in all other states; plus protective services. ³)	Col. 6 price plus 75 cents. Col. 6 price plus 75 cents.
3 4	Oranges packed in containers other than standard containers of 1½ bushel contents for sale in all wholesale receiving points, except in California and Arizona.	Pound.	Nov. 16-Apr. 30. May 1-Nov. 15.	5.0 cents per pound. 5.6 cents per pound.	Maximum price above (Item 1) divided by 77. Maximum price above (Item 2) divided by 77.	Col. 6 price plus 1 cent per pound. Col. 6 price plus 1 cent per pound.
5 6	Oranges sold in bulk (loose without containers) washed, graded and stamped for sale in all wholesale receiving points, except in California and Arizona. ¹	Pound.	Nov. 16-Apr. 30. May 1-Nov. 15.	4.0 cents per pound. 4.6 cents per pound.	Maximum price per pound above (Item 3) minus 1 cent. Maximum price per pound above (Item 4) minus 1 cent.	Col. 6 price plus 1 cent per pound. Col. 6 price plus 1 cent per pound.
7 8	Oranges packed in standard containers of 1½ bushel contents for sale in all wholesale receiving points in California and Arizona.	1½ bushel standard container.	Nov. 16-Apr. 30. May 1-Nov. 15.	\$3.85. \$4.30.	\$4.07. \$4.57.	\$4.82. \$5.32.
9 10	Oranges sold loose in standard 1½ bushel containers for sale in all wholesale receiving points in California and Arizona.	1½ bushel standard container.	Nov. 16-Apr. 30. May 1-Nov. 15.	\$2.85. \$3.22.	\$3.02. \$3.43.	\$3.57. \$3.98.
11 12	Oranges sold in containers other than standard 1½ bushel containers (either packed or loose) for sale in all wholesale receiving points in California and Arizona.	Pound.	Nov. 16-Apr. 30. May 1-Nov. 15.	4.7 cents per pound. 5.4 cents per pound.	5.0 cents per pound. 5.7 cents per pound. ¹	6.0 cents per pound. 6.7 cents per pound. ¹
13 14	Oranges sold in bulk (loose without containers) washed, graded and stamped for sale in all wholesale receiving points in California and Arizona. ¹	Pound.	Nov. 16-Apr. 30. May 1-Nov. 15.	4.0 cents per pound. 4.6 cents per pound.	4.3 cents per pound. 4.9 cents per pound. ¹	5.3 cents per pound. 5.9 cents per pound. ¹
15 16	Oranges sold by growers "on the tree" to persons other than packers. ²	Pound.	Nov. 16-Apr. 30. May 1-Nov. 15.	3.4 cents per pound. 4.0 cents per pound.		

¹ The maximum price for grove run fruit (not washed, graded and stamped) sold in bulk shall be ¾ cent per pound less than the maximum prices per pound for fruit sold in bulk washed, graded and stamped listed for Items 5, 6, 13, and 14 above. The maximum price for grove run fruit sold in bulk shall apply only to sales made by growers to persons other than packers. (See footnote 2 below.)

² Persons other than packers are those not regularly engaged in the business of operating a packing or shipping plant and who do not ship the commodity being priced in this table. (See paragraph (e) (1) of this appendix.)

³ Protective service allowances shall be added in accordance with the following schedule of freight rate classes:

Freight per 100 lbs.	Allowances for refrigeration and accessorial charges	
	November 16-April 30	May 1-November 15
\$1.31 or higher	\$0.14	\$0.21
1.11 to 1.30	.14	.17
.83 to 1.10	.12	.15
Less than .83	.12	.13

⁴ For sellers covered by Column 7, see General Provisions of this Appendix.

⁵ The freight to be added, as determined in accordance with section 8 (a) (7), shall be figured in each case on the basis of the published estimated weight and rate for the standard 1½ bushels nailed box shipped in refrigerator cars.

⁶ The amount of tax to be included shall be figured on freight and the protective service allowance.

⁷ During the period May 1 to November 15, maximum prices for sales delivered to wholesale receiving points in Arizona shall be the price in Column 5 plus freight (including 3% transportation tax) from Fillmore, California, plus protective services as listed in footnote 3, above.

⁸ This price does not apply to wholesale receiving points in Arizona, but instead the maximum price is the Column 6 price plus 75 cents for Item 8, or plus 55 cents for Item 10.

⁹ This price does not apply to wholesale receiving points in Arizona, but instead the maximum price is the Column 6 price plus 1 cent.

[Footnote 1 amended and footnotes 5 and 6 added by Am. 23, 9 F.R. 4086, effective 4-14-44. Footnotes 7, 8 and 9 added by Am. 64, 9 F.R. 12643, effective 10-21-44]

TABLE 2—MAXIMUM PRICES FOR ORANGES PRODUCED IN FLORIDA (EXCEPT THOSE MARKED "INDIAN RIVER"), TEXAS AND ALL OTHER STATES, EXCEPT CALIFORNIA AND ARIZONA¹

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum price f. o. b. shipping point in Florida and Texas ²	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ³
1.....	Oranges placed packed in standard containers of 1½ bushel contents. ²	1½ bushel standard container.	Sept. 1-Feb. 29.....	¹⁰ \$3.45.....	(Col. 5 price plus freight ⁴ (including 3% transportation tax ⁵) from Homestead, Florida plus 10 cents protective service. ⁶	Col. 6 price plus 75 cents
2.....	Oranges sold loose in standard containers of 1½ bushel contents, and those packed in containers other than standard containers of 1½ bushel contents.	Pound.....	Mar. 1-Aug. 31.....	\$3.75.....		
3.....	Oranges sold in bulk (loose without containers), washed, graded and stamped. ²	Pound.....	Sept. 1-Feb. 29.....	3.8 cents per pound ¹⁰	Maximum price above (item 1) divided by 90.	Col. 6 price plus ½ cent per pound.
4.....			Mar. 1-Aug. 31.....	4.2 cents per pound.....	Maximum price above (item 2) divided by 90.	Col. 6 price plus ½ cent per pound.
5.....			Sept. 1-Feb. 29.....	3.0 cents per pound ¹⁰	Maximum price per pound above (item 3) minus ½ cent.	Col. 6 price plus ½ cent per pound.
6.....			Mar. 1-Aug. 31.....	3.3 cents per pound.....	Maximum price per pound above (item 4) minus ½ cent.	Col. 6 price plus ½ cent per pound.
7.....	Oranges sold by growers "on the tree" to persons other than packers. ⁴	Pound.....	Sept. 1-Feb. 29.....	2.5 cents per pound ¹⁰		
8.....			Mar. 1-Aug. 31.....	2.8 cents per pound.....		

¹ Oranges produced in Florida and marked "Indian River" shall be priced under the provisions of Table 3. For citrus fruits packed in bushel baskets with a net content of ¾ that of "standard" or "legal" containers, and packed "fairly tight" or tighter, or packed in accordance with any applicable law, the maximum price in each case is ¾ of the maximum price for the same citrus fruits packed in "standard" or "legal" 1½ bushel containers. For citrus fruits packed in 8 10-pound bags, 10 8-pound bags or 16 5-pound bags, the maximum price in each case is 20% higher than the maximum price for "standard" or "legal" 1½ bushel containers.

² Provisions of items 1 and 2 also apply to citrus fruits sold in 1½ bushel and half box bags even though fruit sold in such containers is not place packed.

³ The maximum price for grove run fruit (not washed, graded and stamped) sold in bulk shall be 2/10 cent per pound less than the maximum prices per pound for fruit sold in bulk washed, graded and stamped listed for items 5 and 6 above. The maximum price for grove run fruit sold in bulk shall apply only to sales made by growers to persons other than packers. (See footnote 4 below.)

⁴ Persons other than packers are those not regularly engaged in the business of operating a packing or shipping plant and who do not pack and ship the commodity being priced in this table. (See paragraph (c) (1) of this appendix.)

⁵ Maximum prices named in this table do not apply to fruit produced in Florida that is marked "Indian River". (See Table 3.)

⁶ For all wholesale receiving points in the State of Florida and from October 1 to March 15 for that part of the State of Texas including and south of the following counties: Galveston, Harris, Waller, Washington, Lee, Bastrop, Travis, Blanco, Kerr, Edwards and Val Verde, the total allowance for freight (including 3% transportation tax) and protective services to be added to the Column 5 price shall be 25 cents per standard container of 1½ bushel contents.

⁷ For sellers covered by Column 7, see general provisions of this appendix.

⁸ The freight to be added, as determined in accordance with section 8 (a) (7), shall be figured in each case, except as provided in footnote 6, on the basis of the published estimated weight and rate for the 1½ bushels wire-bound crate (container 5004) shipped in refrigerator cars.

⁹ The amount of tax to be included shall be figured on freight and the protective service allowance.

¹⁰ During February, 1945, for oranges produced in Florida (except those marked "Indian River"), the Column 5 price shall be for Item 1—\$3.62, for Item 3—4.02 cents per pound, for Item 5—3.22 cents per pound, and for Item 7—2.69 cents per pound.

[Footnote 1 amended by Am. 64, 9 F.R. 12643, effective 10-21-44; Am. 72, 9 F.R. 14062, effective 11-25-44; and Am. 85, 10 F.R. 1910, effective 2-19-45. Footnotes 3, 5 and 6 amended, 8 and 9 added by Am. 23, 9 F.R. 4086, effective 4-14-44. Footnote 10 added by Am. 69, 9 F.R. 13205, effective 11-6-44; amended by Am. 77, 9 F.R. 15107, effective 1-1-45; and Am. 80, 10 F.R. 923, effective 2-1-45]

TABLE 3—MAXIMUM PRICES FOR ORANGES PRODUCED IN FLORIDA AND MARKED "INDIAN RIVER"¹

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum price f. o. b. shipping point for oranges produced in Florida and marked "Indian River" ²	Maximum prices for sales delivered to any wholesale receiving point in any quantity.	Maximum prices for sales by certain persons in less than carlots or less than truck lots delivered to the premises of any retail store, Government procurement agency or in institutional buyer. ³
1.....	Oranges placed packed in standard containers of 1½ bushel contents. ²	1½ bushel standard container.	Sept. 1-Feb. 29.....	¹⁰ \$3.89.....	(Col. 5 price plus freight ⁴ (including 3% transportation tax ⁵) from Homestead, Florida plus 10 cents protective service. ⁶	Col. 6 price plus 75 cents.
2.....			Mar. 1-Aug. 31.....	\$4.01.....		Col. 6 price plus 75 cents.
3.....	Oranges sold loose in standard containers of 1½ bushel contents, and those packed in containers other than standard containers of 1½ bushel contents.	Pound.....	Sept. 1-Feb. 29.....	4.3 cents per pound ¹⁰	Maximum price above (item 1) divided by 90.	Col. 6 price plus ½ cent per pound.
4.....			Mar. 1-Aug. 31.....	4.4 cents per pound.....	Maximum price above (item 2) divided by 90.	Col. 6 price plus ½ cent per pound.
5.....	Oranges sold in bulk (loose without containers), washed, graded and stamped. ²	Pound.....	Sept. 1-Feb. 29.....	3.5 cents per pound ¹⁰	Maximum price per pound above (item 3) minus ½ cent.	Col. 6 price plus ½ cent per pound.
6.....			Mar. 1-Aug. 31.....	3.6 cents per pound.....	Maximum price per pound above (item 4) minus ½ cent.	Col. 6 price plus ½ cent per pound.
7.....	Oranges sold by growers "on the tree" to persons other than packers. ⁴	Pound.....	Sept. 1-Feb. 29.....	3.0 cents per pound ¹⁰		
			Mar. 1-Aug. 31.....	3.1 cents per pound.....		

¹ Oranges produced in Florida and not marked "Indian River" shall be priced under the provisions of table 2. For citrus fruits packed in bushel baskets with a net content of ¾ that of "standard" or "legal" containers, and packed "fairly tight" or tighter, or packed in accordance with any applicable law, the maximum price in each case is ¾ of the maximum price for the same citrus fruits packed in "standard" or "legal" 1½ bushel containers. For citrus fruits packed in 8 10-pound bags, 10 8-pound bags or 16 5-pound bags, the maximum price in each case is 20% higher than the maximum price for "standard" or "legal" 1½ bushel containers.

² Provisions of items 1 and 2 also apply to citrus fruits sold in 1½ bushel and half box bags even though fruit sold in such containers is not place packed.

³ The maximum price for grove run fruit (not washed, graded and stamped) sold in bulk shall be ¾ cent per pound less than the maximum prices per pound for fruit sold in bulk washed, graded and stamped listed for items 5 and 6 above. The maximum price for grove run fruit sold in bulk shall apply only to sales made by growers to persons other than packers. (See footnote 4 below.)

⁴ Persons other than packers are those not regularly engaged in the business of operating a packing or shipping plant and who do not pack and ship the commodity being priced in this table. (See paragraph (c) (1) of this appendix.)

⁵ Maximum prices named in this table do not apply to fruit produced in Florida and not marked "Indian River". (See Table 2.)

⁶ For all wholesale receiving points in the State of Florida and from October 1 to March 15 for that part of the State of Texas including and south of the following counties: Galveston, Harris, Waller, Washington, Lee, Bastrop, Travis, Blanco, Kerr, Edwards and Val Verde, the total allowance for the freight (including 3% transportation tax) and protective services to be added to the Column 5 price shall be 25 cents per standard container of 1½ bushel contents.

⁷ For sellers covered by Column 7, see general provisions of this appendix.

⁸ The freight to be added, as determined in accordance with section 8 (a) (7), shall be figured in each case, except as provided in footnote 6, on the basis of the published estimated weight and rate for the 1½ bushels wirebound crate (container 5004) shipped in refrigerator cars.

⁹ The amount of tax to be included shall be figured on freight and the protective service allowance.

¹⁰ During February, 1945, the Column 5 price shall be for Item 1—\$4.06, for Item 3—4.51 cents per pound, for Item 5—3.71 cents per pound, and for Item 7—3.18 cents per pound.

[Footnote 1 amended by Am. 64, 9 F.R. 12643, effective 10-21-44; Am. 72, 9 F.R. 14062, effective 11-25-44; and Am. 85, 10 F.R. 1910, effective 2-19-45. Footnotes 5 and 6 amended, 8 and 9 added by Am. 23, 9 F.R. 4086, effective 4-14-44. Footnote 10 added by Am. 69, 9 F.R. 13205, effective 11-6-44; amended by Am. 77, 9 F.R. 15107, effective 1-1-45; and Am. 80, 10 F.R. 923, effective 2-1-45]

TABLE 4—MAXIMUM PRICES FOR WHITE GRAPEFRUIT PRODUCED IN CALIFORNIA AND ARIZONA

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum price f. o. b. shipping point in California and Arizona	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer *
1 2	White grapefruit packed in standard containers of 1½ bushel contents for sale in all wholesale receiving points, except in California and Arizona.	1½ bushel standard container.	Nov. 1-Apr. 30 May 1-Oct. 31	\$2.79 \$3.48	(Col. 5 price plus freight † (including 3% transportation tax ‡) from Phoenix, Arizona, for all wholesale receiving points in the States of Oregon, Washington, Montana, Nevada, Idaho, and Utah; and Los Angeles, California, for wholesale receiving points in all other States; plus protective services. §)	Col. 5 price plus 65 cents. Col. 5 price plus 65 cents.
3 4	White grapefruit packed in containers other than standard containers of 1½ bushel contents for sale in all wholesale receiving points, except in California and Arizona.	Pound	Nov. 1-Apr. 30 May 1-Oct. 31	4.1 cents per pound 5.1 cents per pound	Maximum price above (item 1) divided by 68. Maximum price above (item 2) divided by 68.	Col. 6 price plus 1 cent per pound. Col. 6 price plus 1 cent per pound.
5 6	White grapefruit sold in bulk (loose without containers) washed, graded and stamped for sale in all wholesale receiving points, except in California and Arizona.	Pound	Nov. 1-Apr. 30 May 1-Oct. 31	3.0 cents per pound 4.0 cents per pound	Maximum price per pound above (item 3) minus 1.1 cent. Maximum price per pound above (item 4) minus 1.1 cent.	Col. 6 price plus 1 cent per pound. Col. 6 price plus 1 cent per pound.
7 8	White grapefruit packed in standard containers of 1½ bushel contents for sale in all receiving points in California and Arizona.	1½ bushel standard container.	Nov. 1-Apr. 30 May 1-Oct. 31	\$2.79 \$3.48	\$3.09 \$3.73	\$3.74 \$4.38
9 10	White grapefruit sold loose in standard 1½ bushel containers for sale in all wholesale receiving points in California and Arizona.	1½ bushel standard container.	Nov. 1-Apr. 30 May 1-Oct. 31	\$2.21 \$2.79	\$2.46 \$3.00	\$3.01 \$3.55
11 12	White grapefruit sold in containers other than standard 1½ bushel containers (either packed or loose) for sale in all wholesale receiving points in California and Arizona.	Pound	Nov. 1-Apr. 30 May 1-Oct. 31	3.8 cents per pound 4.8 cents per pound	4.1 cents per pound 5.2 cents per pound	5.1 cents per pound. 6.2 cents per pound.
13 14	White grapefruit sold in bulk (loose without containers) washed, graded, and stamped for sale in all wholesale receiving points in California and Arizona.	Pound	Nov. 1-Apr. 30 May 1-Oct. 31	3.0 cents per pound 4.0 cents per pound	3.3 cents per pound 4.4 cents per pound	4.3 cents per pound. 5.4 cents per pound.
15 16	White grapefruit sold by growers "on the tree" to persons other than packers. †	Pound	Nov. 1-Apr. 30 May 1-Oct. 31	2.6 cents per pound 3.6 cents per pound		

* The maximum price for grove run fruit (not washed, graded and stamped) sold in bulk shall be 2/3 cent per pound less than the maximum prices per pound for fruit sold in bulk washed, graded and stamped listed for items 5, 6, 13, and 14 above. The maximum price for grove run fruit sold in bulk shall apply only to sales made by growers to persons other than packers. (See footnote 2 below.)

† Persons other than packers are those not regularly engaged in the business of operating a packing or shipping plant and who do not ship the commodity being priced in this table. (See paragraph (e) (1) of this appendix.)

‡ Protective service allowance shall be added in accordance with the following schedule of freight rate classes:

Freight per 100 pounds	Allowances for refrigeration and accessorial charges	
	November 1-April 30	May 1-October 31
\$1.31 or higher	\$0.14	\$0.21
\$1.11 to \$1.30	.14	.17
\$0.83 to \$1.10	.12	.15
Less than \$0.83	.12	.13

§ For sellers covered by Column 7, see general provisions of this appendix.

¶ The freight to be added, as determined in accordance with section 8 (a) (7), shall be figured in each case on the basis of the published estimated weight and rate for the standard 1½ bushels nailed box shipped in refrigerator cars.

‡ The amount of tax to be included shall be figured on freight and the protective service allowance.

[Table 4 and footnotes 1, 2 and 3 amended, footnotes 5 and 6 added by Am. 23, 9 F.R. 4086, effective 4-14-44]

TABLE 5—MAXIMUM PRICES FOR PINK GRAPEFRUIT PRODUCED IN CALIFORNIA AND ARIZONA

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style or pack, etc.	Unit	Season	Maximum price f. o. b. shipping point in California and Arizona	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlots or less than truck lots delivered to the premises of any retail store, Government procurement agency or institutional buyer ⁴
1.....	Pink grapefruit packed in standard containers of 1½ bushel contents for sale in all wholesale receiving points, except in California and Arizona.	1½ bushel standard container.	All year.....	\$3.03.....	Col. 5 price plus freight ¹ (including 3% transportation tax ²) from Phoenix, Arizona for all wholesale receiving points in the States of Oregon, Washington, Montana, Nevada, Idaho and Utah; and Los Angeles, California for wholesale receiving points in all other States; plus protective services. ³	Col. 6 price plus 65 cents.
2.....	Pink grapefruit packed in containers other than standard containers of 1½ bushel contents for sale in all wholesale receiving points, except in California and Arizona.	Pound.....	All year.....	4.5 cents per pound.....	Maximum price above (item 1) divided by 68.	Col. 6 price plus 1 cent per pound.
3.....	Pink grapefruit sold in bulk (loose without containers) washed, graded and stamped for sale in all wholesale receiving points, except in California and Arizona. ¹	Pound.....	All year.....	3.4 cents per pound.....	Maximum price per pound above (item 2) minus 1.1 cent.	Col. 6 price plus 1 cent per pound.
4.....	Pink grapefruit packed in standard containers of 1½ bushel contents for sale in all wholesale receiving points in California and Arizona.	1½ bushel standard container.	All year.....	\$3.03.....	\$3.33.....	\$3.98.
5.....	Pink grapefruit sold loose in standard 1½ bushel containers for sale in all wholesale receiving points in California and Arizona.	1½ bushel standard container.	All year.....	\$2.41.....	\$2.66.....	\$3.21.
6.....	Pink grapefruit sold in containers other than standard 1½ bushel containers (either packed or loose) for sale in all wholesale receiving points in California and Arizona.	Pound.....	All year.....	4.2 cents per pound.....	4.6 cents per pound.....	5.6 cents per pound.
7.....	Pink grapefruit sold in bulk (loose without containers) washed, graded and stamped for sale in all wholesale receiving points in California and Arizona. ¹	Pound.....	All year.....	3.4 cents per pound.....	3.8 cents per pound.....	4.8 cents per pound.
8.....	Pink grapefruit sold by growers "on tree" to persons other than packers. ²	Pound.....	All year.....	2.9 cents per pound.....		

¹ The maximum price for grove run fruit (not washed, graded and stamped) sold in bulk shall be ¾ cent per pound less than the maximum prices per pound for fruit sold in bulk washed, graded and stamped listed for Items 3 and 7 above. The maximum price for grove run fruit sold in bulk shall apply only to sales made by growers to persons other than packers. (See footnote 2 below.)

² Persons other than packers are those not regularly engaged in the business of operating a packing or shipping plant and who do not ship the commodity being priced in this table. (See paragraph (e) (1) of this appendix.)

³ Protective service allowances shall be added in accordance with the following schedule of freight rate classes:

Freight per 100 lbs.	Allowances for refrigeration and accessorial charges	
	November 1-April 30	May 1-October 31
\$1.31 or higher.....	\$0.14	\$0.21
\$1.11 to \$1.30.....	.14	.17
\$0.83 to \$1.10.....	.12	.15
Less than \$0.83.....	.12	.13

⁴ For sellers covered by Column 7, see general provisions of this appendix.

⁵ The freight to be added, as determined in accordance with section 8 (a) (7), shall be figured in each case on the basis of the published estimated weight and rate for the standard 1½ bushels nailed box shipped in refrigerator cars.

⁶ The amount of tax to be included shall be figured on freight and the protective service allowance.

[Table 5 and footnotes 1 and 2 amended, footnotes 5 and 6 added by Am. 23, 9 F.R. 4086, effective 4-14-44]

TABLE 6—MAXIMUM PRICES FOR WHITE GRAPEFRUIT PRODUCED IN FLORIDA (EXCEPT THOSE MARKED "INDIAN RIVER"), TEXAS, AND ALL OTHER STATES, EXCEPT CALIFORNIA AND ARIZONA¹

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum price, f. o. b. shipping point in Florida and Texas ²	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ⁷
1.....	White grapefruit place packed in standard containers of 1½ bushel contents. ³	1½ bushel standard container.	(Sept. 1-Feb. 29.....	\$2.51.....	(Col. 5 price plus freight ⁴ (including 3% transportation tax ⁵) from Homestead, Florida ¹¹ plus 10 cents protective service. ⁶	Col. 6 price plus 65 cents.
2.....			(March 1-Aug. 31.....	\$2.77 ¹⁰		Col. 6 price plus 65 cents.
3.....	White grapefruit sold loose in standard containers of 1½ bushel contents, and those packed in containers other than standard containers of 1½ bushel contents.	Pound.....	(Sept. 1-Feb. 29.....	3.1 cents per pound.....	Maximum price above (Item 1) divided by 80.	Col. 6 price plus ¾ cent per pound.
4.....			(March 1-Aug. 31.....	3.5 cents per pound ¹⁰	Maximum price above (Item 2) divided by 80.	Col. 6 price plus ¾ cent per pound.
5.....	White grapefruit sold in bulk (loose without containers), washed, graded and stamped. ³	Pound.....	(Sept. 1-Feb. 29.....	2.2 cents per pound.....	Maximum price per pound above (Item 3) minus ½ cent.	Col. 6 price plus ¾ cent per pound.
6.....			(March 1-Aug. 31.....	2.6 cents per pound ¹⁰	Maximum price per pound above (Item 4) minus ½ cent.	Col. 6 price plus ¾ cent per pound.
7.....	White grapefruit sold by growers "on the tree" to persons other than packers. ⁴	Pound.....	(Sept. 1-Feb. 29.....	1.8 cents per pound.....		
8.....			(March 1-Aug. 31.....	2.1 cents per pound ¹⁰		

¹ White grapefruit produced in Florida and marked "Indian River" shall be priced under the provisions of table 7. For citrus fruits packed in bushel baskets with a net content of ¾ that of "standard" or "legal" containers, and packed "fairly tight" or tighter, or packed in accordance with any applicable law, the maximum price in each case is ¾ of the maximum price for the same citrus fruits packed in "standard" or "legal" 1½ bushel containers.

For citrus fruits packed in 8 10-pound bags, 10 8-pound bags or 16 5-pound bags, the maximum price in each case is 20% higher than the maximum price for "standard" or "legal" 1½ bushel containers.

² Provisions of Items 1 and 2 also apply to citrus fruits sold in 1½ bushel and half box bags even though fruit sold in such containers is not place packed.

³ The maximum price for grove run fruit (not washed, graded and stamped) sold in bulk shall be ¾ cent per pound less than the maximum prices per pound for fruit sold in bulk washed, graded and stamped listed for Items 5 and 6 above. The maximum price for grove run fruit sold in bulk shall apply only to sales made by growers to persons other than packers. (See footnote 4 below.)

⁴ Persons other than packers are those not regularly engaged in the business of operating a packing or shipping plant and who do not pack and ship the commodity being priced in this table. (See paragraph (e) (1) of this appendix.)

⁵ Maximum prices named in this table do not apply to fruit produced in Florida that is marked "Indian River." (See Table 7.)

⁶ For all wholesale receiving points in the State of Florida and from October 1 to May 1 for that part of the State of Texas including and south of the following counties: Galveston, Harris, Waller, Washington, Lee, Bastrop, Travis, Blanco, Kerr, Edwards, and Val Verde, the total allowance for freight (including 3 percent transportation tax) and protective services to be added to the Column 5 price shall be 25 cents per standard container of 1½ bushel contents.

⁷ For sellers covered by Column 7, see general provisions of this appendix.

⁸ The freight to be added, as determined in accordance with section 8 (a) (7), shall be figured in each case, except as provided in footnote 6, on the basis of the published estimated weight and rate for the 1½ bushels wirebound crate (container 5004) shipped in refrigerator cars.

⁹ The amount of tax to be included shall be figured on freight and the protective service allowance.

¹⁰ During the period March 21 to August 31, 1945, inclusive, for white grapefruit produced in Florida (except those marked "Indian River") the Column 5 price shall be for Item 2, \$3.32; for Item 4, 4.2 cents per pound; for Item 6, 3.3 cents per pound; for Item 8, 2.8 cents per pound.

¹¹ For the period beginning May 5, 1945 and ending July 31, 1945, for white grapefruit produced in Texas, the Column 6 price shall include freight from Weslaco, Texas, rather than from Homestead, Florida.

[Footnote 1 amended by Am. 64, 9 F.R. 12643, effective 10-21-44; Am. 72, 9 F.R. 14062, effective 11-25-44; and Am. 85, 10 F.R. 1910, effective 2-19-45. Footnotes 5 and 6 amended, 8 and 9 added by Am. 23, 9 F.R. 4086, effective 4-14-44. Footnote 10 added by Am. 69, 9 F.R. 13205, effective 11-6-44; amended by Am. 77, 9 F.R. 15107, effective 1-1-45; Am. 80, 10 F.R. 923, effective 2-1-45; Am. 89, 10 F.R. 2188, effective 3-1-45; Am. 94, 10 F.R. 3054, effective 3-21-45; Am. 96, 10 F.R. 4266, effective 4-21-45; and Am. 103, 10 F.R. 5797, effective 5-21-45. Footnote 11 added by Am. 100, 10 F.R. 5101, effective 5-5-45]

TABLE 7—MAXIMUM PRICES FOR WHITE GRAPEFRUIT PRODUCED IN FLORIDA AND MARKED "INDIAN RIVER"¹

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum price f. o. b. shipping point for white grapefruit produced in Florida and marked "Indian River" ²	Maximum prices for sales delivered to any wholesale receiving point in any quantity.	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer. ⁷
1.....	White grapefruit place packed in standard containers of 1½ bushel contents. ³	1½ bushel standard container.	(Sept. 1-Feb. 29.....	\$3.01.....	(Col. 5 price plus freight ⁴ (including 3% transportation tax ⁵) from Homestead, Florida ¹¹ plus 10 cents protective service. ⁶	Col. 6 price plus 65 cents.
2.....			(March 1-Aug. 31.....	\$3.27 ¹⁰		Col. 6 price plus 65 cents.
3.....	White grapefruit sold loose in standard containers of 1½ bushel contents, and those packed in containers other than standard containers of 1½ bushel contents.	Pound.....	(Sept. 1-Feb. 29.....	3.8 cents per pound.....	Maximum price above (Item 1) divided by 80.	Col. 6 price plus ¾ cent per pound.
4.....			(March 1-Aug. 31.....	4.1 cents per pound ¹⁰	Maximum price above (Item 2) divided by 80.	Col. 6 price plus ¾ cent per pound.
5.....	White grapefruit sold in bulk (loose without containers), washed, graded and stamped. ³	Pound.....	(Sept. 1-Feb. 29.....	2.9 cents per pound.....	Maximum price per pound above (Item 3) minus ½ cent.	Col. 6 price plus ¾ cent per pound.
6.....			(March 1-Aug. 31.....	3.2 cents per pound ¹⁰	Maximum price per pound above (Item 4) minus ½ cent.	Col. 6 price plus ¾ cent per pound.
7.....	White grapefruit sold by growers "on the tree" to persons other than packers. ⁴	Pound.....	(Sept. 1-Feb. 29.....	2.4 cents per pound.....		
8.....			(March 1-Aug. 31.....	2.8 cents per pound ¹⁰		

¹ White grapefruit produced in Florida and not marked "Indian River" shall be priced under the provisions of Table 6. For citrus fruits packed in bushel baskets with a net content of ¾ that of "standard" or "legal" containers, and packed "fairly tight" or tighter, or packed in accordance with any applicable law, the maximum price in each case is ¾ of the maximum price for the same citrus fruits packed in "standard" or "legal" 1½ bushel containers. For citrus fruits packed in 8 10-pound bags, 10 8-pound bags or 16 5-pound bags, the maximum price in each case is 20% higher than the maximum price for "standard" or "legal" 1½ bushel containers.

² Provisions of Items 1 and 2 also apply to citrus fruits sold in 1½ bushel and half box bags even though fruit sold in such containers is not place packed.

³ The maximum price for grove run fruit (not washed, graded and stamped) sold in bulk shall be ¾ cent per pound less than the maximum prices per pound for fruit sold in bulk washed, graded and stamped listed for Items 5 and 6 above. The maximum price for grove run fruit sold in bulk shall apply only to sales made by growers to persons other than packers. (See footnote 4 below.)

⁴ Persons other than packers are those not regularly engaged in the business of operating a packing or shipping plant and who do not pack and ship the commodity being priced in this table. (See paragraph (e) (1) of this Appendix.)

⁵ Maximum prices named in this table do not apply to fruit produced in Florida and not marked "Indian River." (See Table 6.)

⁶ For all wholesale receiving points in the State of Florida and from October 1 to May 1 for that part of the State of Texas including and south of the following counties: Galveston, Harris, Waller, Washington, Lee, Bastrop, Travis, Blanco, Kerr, Edwards, and Val Verde, the total allowance for freight (including 3 percent transportation tax) and protective services to be added to the Column 5 price shall be 25 cents per standard container of 1½ bushel contents.

¹ For sellers covered by Column 7, see general provisions of this appendix.
² The freight to be added, as determined in accordance with section 8 (a) (7), shall be figured in each case, except as provided in footnote 6, on the basis of the published estimated weight and rate for the 1½ bushels wirebound crate shipped in refrigerator cars.
³ The amount of tax to be included shall be calculated on freight and the protective service allowance.
⁴ During the period March 21 to August 31, 1945, inclusive, for white grapefruit produced in Florida and marked "Indian River" the Column 5 price shall be for Item 2, \$3.82; for Item 4, 4.8 cents per pound; for Item 6, 3.9 cents per pound; for Item 8, 3.5 cents per pound.

[Footnote 1 amended by Am. 64, 9 F.R. 12643, effective 10-21-44; Am. 72, 9 F.R. 14062, effective 11-25-44; and Am. 85, 10 F.R. 1910, effective 2-19-45. Footnotes 3, 5 and 6 amended, 8 and 9 added by Am. 23, 9 F.R. 4086, effective 4-14-44. Footnote 10 added by Am. 69, 9 F.R. 13205, effective 11-6-44; amended by Am. 77, 9 F.R. 15107, effective 1-1-45; Am. 80, 10 F.R. 923, effective 2-1-45; Am. 89, 10 F.R. 2188, effective 3-1-45; Am. 94, 10 F.R. 3054, effective 3-21-45; Am. 96, 10 F.R. 4266, effective 4-21-45; and Am. 103, 10 F.R. 5797, effective 5-21-45]

TABLE 8—MAXIMUM PRICES FOR PINK GRAPEFRUIT PRODUCED IN ALL STATES, EXCEPT CALIFORNIA AND ARIZONA¹

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum price f. o. b. shipping point in Florida and Texas	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ⁴
1.....	Pink grapefruit place packed in standard containers of 1½ bushel contents. ¹	1½ bushel standard container.	(Sept. 1-Feb. 29..... (Mar. 1-Aug. 31.....	\$2.96..... \$3.17.....	(Col. 5 price plus freight ² (including 3% transportation tax ³) from Weslaco, Texas plus 10 cents protective service. ⁴	Col. 6 price plus 65 cents. Col. 6 price plus 65 cents.
3.....	Pink grapefruit sold loose in standard containers of 1½ bushel contents, and those packed in containers other than standard containers of 1½ bushel contents.	Pound.....	(Sept. 1-Feb. 29..... (Mar. 1-Aug. 31.....	3.7 cents per pound..... 4.0 cents per pound ⁵	(Maximum price above (item 1) divided by 80. (Maximum price above (item 2) divided by 80.	Col. 6 price plus ½ cent per pound. Col. 6 price plus ½ cent per pound.
5.....	Pink grapefruit sold in bulk (loose without containers), washed, graded and stamped. ²	Pound.....	(Sept. 1-Feb. 29..... (Mar. 1-Aug. 31.....	2.8 cents per pound..... 3.1 cents per pound ⁵	(Maximum price per pound above (item 3) minus ½ cent. (Maximum price per pound above (item 4) minus ½ cent.	Col. 6 price plus ½ cent per pound. Col. 6 price plus ½ cent per pound.
7.....	Pink grapefruit sold by growers "on the tree" to persons other than packers. ³	Pound.....	(Sept. 1-Feb. 29..... (Mar. 1-Aug. 31.....	2.4 cents per pound..... 2.6 cents per pound ⁵		

¹ Provisions of items 1 and 2 also apply to citrus fruits sold in 1½ bushel and half box bags even though fruit sold in such containers is not place packed.
² The maximum price for grove run fruit (not washed, graded and stamped) sold in bulk shall be ¾ cent per pound less than the maximum prices per pound for fruit sold in bulk washed, graded and stamped listed for items 5 and 6 above. The maximum price for grove run fruit sold in bulk shall apply only to sales made by growers to persons other than packers. (See footnote 3 below.)
³ Persons other than packers are those not regularly engaged in the business of operating a packing or shipping plant and who do not pack and ship the commodity being priced in this table. (See paragraph (e) (1) of this appendix.)
⁴ For all wholesale receiving points in the State of Florida and that part of the State of Texas including and south of the following counties: Galveston, Harris, Waller, Washington, Lee, Bastrop, Travis, Blanco, Kerr, Edwards, and Val Verde, the total allowance for freight (including 3% transportation tax and protective services to be added to the Column 5 price shall be 25 cents per standard container of 1½ bushel contents.
⁵ For sellers covered by Column 7, see general provisions of this appendix.
⁶ The freight to be added, as determined in accordance with section 8 (a) (7), shall be figured in each case, except as provided in footnote 4, on the basis of the published estimated weight and rate for the standard 1½ bushels nailed box shipped in refrigerator cars.
⁷ The amount of tax to be included shall be figured on freight and the protective service allowance.
⁸ For citrus fruits packed in bushel baskets with a net content of ¾ that of "standard" or "legal" containers, and packed "fairly tight" or tighter, or packed in accordance with any applicable law, the maximum price in each case is ¾ of the maximum price for the same citrus fruits packed in "standard" or "legal" 1½ bushel containers. For citrus fruits packed in 8 10-pound bags, 10 8-pound bags or 16 pound bags, the maximum price in each case is 20¢ higher than the maximum price for "standard" or "legal" 1½ bushel containers.
⁹ During the period March 21 to August 31, 1945, inclusive, for pink grapefruit produced in Florida, the Column 5 price shall be for item 2, \$3.72; for Item 4, 4.7 cents per pound; for Item 6, 3.8 cents per pound; for Item 8, 3.3 cents per pound.

[Footnotes 2, 3 and 4 amended; 6 and 7 added by Am. 23, 9 F.R. 4086, effective 4-14-44. Footnote 8 added by Am. 64, 9 F.R. 12643, effective 10-21-44; amended by Am. 72, 9 F.R. 14062, effective 11-25-44 and Am. 85, 10 F.R. 1910, effective 2-19-45. Footnote 9 added by Am. 69, 9 F.R. 13205, effective 11-6-44; amended by Am. 77, 9 F.R. 15107, effective 1-1-45; Am. 80, 10 F.R. 923, effective 2-1-45; Am. 89, 10 F.R. 2188, effective 3-1-45; Am. 94, 10 F.R. 3054, effective 3-21-45; Am. 96, 10 F.R. 4266, effective 4-21-45; and Am. 103, 10 F.R. 5797, effective 5-21-45]

TABLE 8A—MAXIMUM PRICES FOR ISLE OF PINES GRAPEFRUIT¹

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Types, variety, style of pack, etc. ²	Unit	Season	Maximum prices f. o. b. port of entry ³	Maximum prices for delivery at any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ⁴
1.....	Isle of Pines grapefruit, place packed in standard 1½ bushel container.	Standard 1½ bushel container.	August and September.	\$4.42.....	Column 5 price plus freight (including 3% taxes) from Miami, Florida and plus 10¢ for protective services. ⁵	Column 6 price plus 65¢.
2.....	Isle of Pines grapefruit in any other container, style of pack, or in bulk.	Pound.....	August and September.	\$0.06.....	Maximum price above divided by 72.	Column 6 price plus ½ cent per pound.

¹ The prices in this table apply only to grapefruit, imported from the Isle of Pines for sale within the United States, which the importer has either shipped from the port of entry or delivered to the buyer at the port of entry during August and September, which is individually wrapped in wrappers bearing the printed words "Isle of Pines Grapefruit" or words to the same effect. The crates or other containers must be likewise marked. If not so marked, and for all other seasons, the maximum price is the applicable price for California white grapefruit in Column 6 of Table 4 of this appendix.

All reference in this appendix to country shippers and country shipping points are applicable to importers of Isle of Pines grapefruit and ports of entry of Isle of Pines grapefruit, respectively. An "importer" is the person who makes the first sale of the goods in the United States, and the "port of entry" is the place where the goods are received from the foreign source and loaded on a carrier.

² "Standard containers" for Isle of Pines grapefruit means closed containers in which the fruit is placed packed, containing 1½ bushels.

³ The prices in Column 5 are maximum prices, f. o. b. any port of entry, loaded on carrier, and include all costs and charges up to that point.

⁴ For the sellers covered by Column 7 see general provisions of this appendix.

⁵ The amount of tax to be included shall be figured on freight and the protective service allowance.

[Table 8A added by Am. 45, 9 F.R. 9289, effective 8-1-44; footnote 1 amended by Am. 51, 9 F.R. 10192, effective 8-19-44]

TABLE 9—MAXIMUM PRICES FOR LEMONS PRODUCED IN ALL STATES

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum price f. o. b. shipping point in California and Arizona	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ⁴
1.....	Lemons packed in standard containers of 1½ bushel contents for sale in all wholesale receiving points, except in California and Arizona.	1½ bushel standard container.	(Nov. 1-Apr. 30..... May 1-Oct. 31.....	\$5.08..... \$5.57.....	(Col. 5 price plus freight ⁴ (including 3% transportation tax ⁵) from Phoenix, Arizona, for all wholesale receiving points in the States of Oregon, Washington, Montana, Nevada, Idaho, and Utah; and Los Angeles, California, for wholesale receiving points in all other States; plus protective services. ³)	Col. 6 price plus 90 cents.
3.....	Lemons packed in other than standard containers of 1½ bushel contents for sale in all wholesale receiving points, except in California and Arizona.	Pound.....	(Nov. 1-Apr. 30..... May 1-Oct. 31.....	6.4 cents per pound..... 7.0 cents per pound.....	Maximum price above (item 1) divided by 79.	Col. 6 price plus 1.1 cents per pound.
4.....	Lemons sold in bulk (loose without containers) washed, graded, and stamped for sale in all wholesale receiving points, except in California and Arizona. ¹	Pound.....	(Nov. 1-Apr. 30..... May 1-Oct. 31.....	5.0 cents per pound..... 5.6 cents per pound.....	Maximum price above (item 2) divided by 79.	Col. 6 price plus 1.1 cents per pound.
5.....	Lemons packed in standard containers of 1½ bushel contents for sale in all wholesale receiving points in California and Arizona.	1½ bushel standard container.	(Nov. 1-Apr. 30..... May 1-Oct. 31.....	\$5.08..... \$5.57.....	Maximum price per pound above (item 3) minus 1.4 cents.	Col. 6 price plus 1.1 cents per pound.
8.....	Lemons sold loose in standard 1½ bushel containers for sale in all wholesale receiving points in California and Arizona.	1½ bushel standard container.	(Nov. 1-Apr. 30..... May 1-Oct. 31.....	\$3.94..... \$4.33.....	\$5.31..... \$5.80.....	\$6.21..... \$6.70.....
9.....	Lemons sold in other than standard 1½ bushel containers (either packed or loose) for sale in all wholesale receiving points in California and Arizona.	Pound.....	(Nov. 1-Apr. 30..... May 1-Oct. 31.....	6.2 cents per pound..... 6.8 cents per pound.....	\$4.12..... \$4.51.....	\$4.84..... \$5.23.....
11.....	Lemons sold in bulk (loose without containers) washed, graded, and stamped for sale in all wholesale receiving points in California and Arizona.	Pound.....	(Nov. 1-Apr. 30..... May 1-Oct. 31.....	5.0 cents per pound..... 5.6 cents per pound.....	6.5 cents per pound..... 7.1 cents per pound.....	7.5 cents per pound..... 8.1 cents per pound.....
13.....	Lemons sold in bulk (loose without containers) washed, graded, and stamped for sale in all wholesale receiving points in California and Arizona. ¹	Pound.....	(Nov. 1-Apr. 30..... May 1-Oct. 31.....	5.0 cents per pound..... 5.6 cents per pound.....	5.3 cents per pound..... 5.9 cents per pound.....	6.3 cents per pound..... 6.9 cents per pound.....
15.....	Lemons sold by grower "on tree" to persons other than packers. ²	Pound.....	(Nov. 1-Apr. 30..... May 1-Oct. 31.....	3.8 cents per pound..... 4.4 cents per pound.....		

¹ The maximum price for grove run fruit (not washed, graded, and stamped) sold in bulk shall be $\frac{1}{10}$ cent per pound less than the maximum prices per pound for fruit sold in bulk washed, graded, and stamped listed for items 5, 6, 13, and 14 above. The maximum price for grove run fruit sold in bulk shall apply only to sales made by growers to persons other than packers. (See footnote 2 below.)

² Persons other than packers are those not regularly engaged in the business of operating a packing or shipping plant and who do not ship the commodity being priced in this table. (See paragraph (e) (1) of this appendix.)

³ Protective service allowances shall be added in accordance with the following schedule of freight rate classes:

Freight per 100 lbs.	Allowances for refrigeration and accessorial charges	
	Nov. 1-Apr. 30	May 1-Oct. 31
\$1.31 or higher.....	\$0.03	\$0.17
\$1.11 to \$1.30.....	.03	.17
\$0.83 to \$1.10.....	.02	.14
Less than \$0.83.....	.01	.14

⁴ For sellers covered by Column 7, see general provisions of this appendix.

⁵ The freight to be added, as determined in accordance with section 8 (a) (7), shall be figured in each case on the basis of the published estimated weight and rate for the standard 1½ bushels nailed box shipped in refrigerator cars.

⁶ The amount of tax to be included shall be figured on freight and the protective service allowance.

⁷ During the period May 1 to November 15 maximum prices for sales delivered to wholesale receiving points in Arizona shall be the Column 5 price plus freight (including 3% transportation tax) from Fillmore, California, plus protective services as listed in footnote 3, above.

⁸ This price does not apply to wholesale receiving points in Arizona, but instead the maximum price is the Column 6 price plus 90 cents for item 8, or plus 72 cents for item 10.

⁹ This price does not apply to wholesale receiving points in Arizona, but instead the maximum price is the Column 6 price plus 1.1 cents.

[Table 9 amended by Am. 24, 9 F.R. 4088, effective 4-19-44; footnotes 1 amended, 5 and 6 added by Am. 23, 9 F.R. 4086, effective 4-14-44; footnotes 7, 8 and 9 added by Am. 64, 9 F.R. 12643, effective 10-21-44]

TABLE 10—MAXIMUM PRICES FOR TANGERINES, PRODUCED IN ALL STATES, EXCEPT CALIFORNIA AND ARIZONA ¹⁰

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum price f. o. b. shipping point in Florida and Texas ¹	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ⁶
1.....	Tangerines place packed in standard containers of 1½ bushel contents. ^{1,2}	1½ bushel standard container.	All year.....	\$4.46.....	Col. 5 price plus freight ³ (including 3% transportation tax ⁴) from Homestead, Florida, plus 10 cents protective service. ⁵	Col. 6 price plus 90 cents.
2.....	Tangerines sold loose in standard containers of 1½ bushel contents, and those packed in containers other than standard containers of 1½ bushel contents.	Pound.....	All year.....	5.2 cents per pound.....	Maximum price above (item 1) divided by 86.	Col. 6 price plus 1 cent per pound.
3.....	Tangerines sold in bulk (loose without containers), washed and graded. ³	Pound.....	All year.....	4.0 cents per pound.....	Maximum price per pound above (item 2) minus 1.2 cent.	Col. 6 price plus 1 cent per pound.
4.....	Tangerines sold by growers "on the tree" to persons other than packers. ⁴	Pound.....	All year.....	3.2 cents per pound.....		

¹ Half boxes (½ bu.) or half box bags shall have a maximum price one half that of 1½ bushel standard containers. (Item 1.)

² Provisions of items 1 and 2 also apply to citrus fruits sold in 1½ bushel and half box bags even though fruit sold in bulk washed and graded listed for Item 3 above. The maximum price for grove run fruit (not washed, graded) sold in bulk shall be ¾ cent per pound less than the maximum prices per pound for fruit sold in bulk washed and graded listed for Item 3 above. The maximum price for grove run fruit sold in bulk shall apply only to sales made by growers to persons other than packers. (See footnote 4 below.)

³ The maximum price for grove run fruit (not washed, graded) sold in bulk shall be ¾ cent per pound less than the maximum prices per pound for fruit sold in bulk washed and graded listed for Item 3 above. The maximum price for grove run fruit sold in bulk shall apply only to sales made by growers to persons other than packers. (See footnote 4 below.)

⁴ Persons other than packers are those not regularly engaged in the business of operating a packing or shipping plant and who do not pack and ship the commodity being priced in this table. (See paragraph (e) (1) of this appendix.)

⁵ For all wholesale receiving points in the State of Florida and from October 1 to March 15 for that part of the State of Texas including and south of the following counties: Galveston, Harris, Waller, Washington, Lee, Bastrop, Travis, Blanco, Kerr, Edwards and Val Verde, the total allowance for freight (including 3% transportation tax) and protective services to be added to the Column 5 price shall be 25 cents per standard container of 1½ bushel contents.

⁶ For sellers covered by Column 7, see general provisions of this appendix.

⁷ The freight to be added, as determined in accordance with section 8 (a) (7) shall be figured in each case, except as provided in footnote 5, on the basis of the published estimate weight and rate for two ½ bushel nailed boxes shipped in refrigerator cars.

⁸ The amount of tax to be included shall be figured on freight and the protective service allowance.

⁹ During the period beginning April 21, 1945, and ending August 31, 1945, for tangerines grown in Florida, the Column 5 price shall be for Item 1—\$4.72, for Item 2—5.5 cents per pound, for Item 3—4.3 cents per pound, and for Item 4—3.5 cents per pound.

¹⁰ For tangerines packed in bushel baskets with a net content of ¾ that of "standard" or "legal" containers, and packed "fairly tight" or tighter, or packed in accordance with any applicable state law, the maximum price in each case is ¾ of the maximum price for tangerines packed in "standard" or "legal" 1½ bushel box containers. For tangerines packed in 8 10-pound bags, 10 5-pound bags or 16 5-pound bags, the maximum price in each case is 20% higher than the maximum price for "standard" or "legal" 1½ bushel containers.

[Table 10 and footnote 5 amended; 7 and 8 added by Am. 23, 9 F.R. 4086, effective 4-14-44. Footnote 9 added by Am. 70, 9 F.R. 13761, effective 11-16-44 and amended by Am. 77, 9 F.R. 15107, effective 1-1-45; Am. 80, 10 F.R. 923, effective 2-1-45; Am. 89, 10 F.R. 2188, effective 3-1-45; Am. 94, 10 F.R. 3054, effective 3-21-45; and Am. 96, 10 F.R. 4266, effective 4-21-45. Footnote 10 added by Am. 72, 9 F.R. 14062, effective 11-25-44]

TABLE 11—MAXIMUM PRICES FOR TANGERINES PRODUCED IN CALIFORNIA AND ARIZONA

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum price f. o. b. shipping point in California and Arizona	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less than carlots or less than trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ⁴
1.....	Tangerines packed in standard containers of 1½ bushel contents for sale in all wholesale receiving points, except in California and Arizona.	1½ bushel standard container.	All year.....	\$5.13.....	Col. 5 price plus freight ¹ (including 3% transportation tax ²) from Phoenix, Arizona, for all wholesale receiving points in the States of Oregon, Washington, Montana, Nevada, Idaho and Utah; and Los Angeles, California for wholesale receiving points in all other States; plus protective services. ³	Col. 6 price plus 90 cents.
2.....	Tangerines packed in containers other than standard containers of 1½ bushel contents for sale in all wholesale receiving points, except in California and Arizona.	Pound.....	All year.....	6.7 cents per pound.....	Maximum price above (Item 1) divided by 77.	Col. 6 price plus 1½ cents per pound.
3.....	Tangerines sold in bulk (loose without containers), washed, graded for sale in all wholesale receiving points, except in California and Arizona. ¹	Pound.....	All year.....	5.3 cents per pound.....	Maximum price per pound above (Item 2) minus 1.4 cents.	Col. 6 price plus 1½ cents per pound.
4.....	Tangerines packed in standard containers of 1½ bushel contents for sale in all wholesale receiving points in California and Arizona.	1½ bushel standard container.	All year.....	\$5.13.....	\$5.40.....	\$6.30.
5.....	Tangerines sold in containers other than standard containers of 1½ bushel contents for sale in all wholesale receiving points in California and Arizona.	Pound.....	All year.....	6.7 cents per pound.....	7.0 cents per pound.....	8.2 cents per pound.
6.....	Tangerines sold in bulk (loose without containers), washed and graded for sale in all wholesale receiving points in California and Arizona. ¹	Pound.....	All year.....	5.3 cents per pound.....	5.6 cents per pound.....	6.8 cents per pound.
7.....	Tangerines sold by growers "on the tree" to persons other than packers. ²	Pound.....	All year.....	4.4 cents per pound.....		

See footnotes on following page.

¹ The maximum price for grove run fruit (not washed, graded) sold in bulk shall be $\frac{3}{4}$ cent per pound less than the maximum prices per pound for fruit sold in bulk washed and graded listed for items 3 and 6 above. The maximum price for grove run fruit sold in bulk shall apply only to sales made by growers to persons other than packers. (See footnote 2 below.)

² Persons other than packers are those not regularly engaged in the business of operating a packing or shipping plant and who do not ship the commodity being priced in this table. (See paragraph (e) (1) of this appendix.)

³ Protective service allowances shall be added in accordance with the following schedule of freight rate classes:

Freight per 100 lbs.:

\$1.31 or higher	\$0.21
\$1.11 to \$1.30	.17
\$0.83 to \$1.10	.15
Less than \$0.83	.13

⁴ For sellers covered by Column 7, see general provisions of this appendix.

⁵ The freight to be added, as determined in accordance with section 8 (a) (7) shall be figured in each case on the basis of the published estimated weight and rate of the standard $\frac{1}{2}$ bushel nailed box shipped in refrigerator cars.

⁶ The amount of tax to be included shall be figured on freight and the protective service allowance.

[Table 11 and footnote 1 amended, footnotes 5 and 6 added by Am. 23, 9 F.R. 4086, effective 4-14-44]

For sales of citrus fruit covered by this appendix made f. o. b. shipping point by growers or country shippers, if the seller furnishes precooling, initial icing or refrigeration services in any case he may charge, in addition to the named f. o. b. shipping point price (see column 5 of the applicable table in paragraph (c)), for the services furnished not in excess of the lowest of the following: (1) the lowest available common or contract carrier rates for the same services, (2) the amount the seller may charge for such services under Maximum Price Regulation No. 165, or (3) the applicable amount permitted for protective services in the case of sales delivered to any wholesale receiving point. However, in each case the grower or

country shipper shall show separately on his invoice the specific nature of the services furnished and the amount charged for the services.

For sales of citrus fruit on a delivered basis the maximum prices named include protective service allowances which cover any precooling, initial icing, refrigeration, or other services.

[Above paragraph added by Am. 35, 9 F.R. 7268, effective 7-1-44]

(d) Table of maximum markups applicable to all citrus fruits. The following table states the maximum markups which may be added for certain distributive services. In each case, the maximum price shall be figured

by adding the appropriate markup to the named f. o. b. or delivered maximum price (see Column 6 of the applicable table in paragraph (c)), as the case may be. In figuring maximum prices, markups may not be taken cumulatively.

For example: If a carlot receiver buys a carlot of oranges delivered at the wholesale receiving point from a grower selling through a broker, the grower's ceiling price is the maximum delivered price (see Column 6 of the applicable table in paragraph (c)), plus the broker's fee (not to exceed 7¢ per box) and the carlot receiver's ceiling price on the resale (ex store) is the maximum carlot delivered price plus 45¢ per standard box. In other words, the broker's fee comes out of the 45¢ and is not added to it.

TABLE OF MAXIMUM MARK-UPS TO BE ADDED TO THE APPLICABLE MAXIMUM PRICE F. O. B. SHIPPING POINT OR THE MAXIMUM DELIVERED PRICE, AS THE CASE MAY BE

[See Columns 5 and 6 of tables in paragraph (c)]

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9	Col. 10	Col. 11	Col. 12	Col. 13
Item No.	Commodity	Unit	Sales by a grower or country shipper				Sales by anyone, other than a grower, or country shipper, who has purchased a carlot or trucklot and sells such a carlot or trucklot unbroken	Sales by carlot receivers in less-than-carlots or less-than-trucklots		Sales by secondary jobbers in any quantity delivered to the premises of the purchaser	Sales by a service wholesaler delivered to the premises of any retail store, Government procurement agency or institutional buyer, within the free delivery zone	
			Through a broker or shipper's sales agent in any quantity or through a commission merchant in carlots or trucklots ¹	Through a terminal auction in less-than-carlots or less-than-trucklots ¹	Through a commission merchant in less-than-carlot or less-than-trucklot ¹	Ex car, truck, dock, terminal sales platform	Ex store or warehouse	Through a terminal auction or ex car, truck, dock, terminal sales platform	Ex store or warehouse		Original containers and quantities in excess of half of original container	Half original containers and less ²
1	Oranges	Standard container	\$0.07	\$0.16	\$0.20	\$0.45	\$0.10	\$0.20	\$0.45	\$0.75	\$0.75	
		California standard container loose pack	\$0.05	\$0.12	\$0.16	\$0.35	\$0.08	\$0.16	\$0.35	\$0.55	\$0.55	
		Other containers or bulk:										
		California, per pound	$\frac{1}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{1}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	1 cent	1 cent	$1\frac{3}{4}$ cents
2	Grapefruit	All other, per pound	$\frac{1}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{1}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	1 cent
		Standard container	\$0.07	\$0.16	\$0.18	\$0.40	\$0.10	\$0.18	\$0.40	\$0.65	\$0.65	
		California standard container loose pack	\$0.06	\$0.14	\$0.15	\$0.34	\$0.08	\$0.15	\$0.34	\$0.55	\$0.55	
		Other container or bulk:										
3	Lemons	California, per pound	$\frac{1}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{1}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	1 cent	1 cent	$1\frac{3}{4}$ cents
		All other, per pound	$\frac{1}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{1}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	1 cent
		Standard container	\$0.07	\$0.16	\$0.25	\$0.55	\$0.10	\$0.25	\$0.55	\$0.90	\$0.90	
		California standard container loose pack	\$0.06	\$0.13	\$0.20	\$0.45	\$0.08	\$0.20	\$0.45	\$0.72	\$0.72	
4	Tangerines, Temples, King oranges, Clementines, Tangos, Satsumas	Other containers or bulk:										
		All, per pound	$\frac{1}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{1}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$1\frac{1}{4}$ cents	$1\frac{1}{4}$ cents	$1\frac{3}{4}$ cents
		Standard container	\$0.07	\$0.16	\$0.25	\$0.55	\$0.10	\$0.25	\$0.55	\$0.90	\$0.90	
		Other containers or bulk:										
		California, per pound	$\frac{1}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{1}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$1\frac{1}{4}$ cents	$1\frac{1}{4}$ cents	$1\frac{3}{4}$ cents
		All other, per pound	$\frac{1}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	$\frac{1}{4}$ cent	$\frac{3}{4}$ cent	$\frac{3}{4}$ cent	1 cent	1 cent	$1\frac{3}{4}$ cents

¹ Charges determined under MPR 165 shall be used instead of those listed in this table if such charges are lower than the mark-ups shown.

² Column 13 does not apply to sales made in bulk. Bulk sales of any quantity by a service wholesaler shall be priced under Column 12.

[Footnote 2 amended by Am. 23]

[Table heading amended by Am. 55, 9 F.R. 10878, effective 9-1-44]

(e) Provisions applicable to growers and country shippers—(1) Prohibition against certain payments. No grower or country shipper shall receive, and no person shall pay to any grower or country shipper, an amount

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in excess of the maximum price f. o. b. (if sold f. o. b.) or the maximum price for delivered sales (if sold delivered) (see Columns 5 and 6 of the applicable table in paragraph (c)), regardless of the type of sale or the type

of purchaser, and regardless of any existing or future commitment between buyer and seller. However, this rule does not affect any allowances made to growers and country shippers for sales through agents; for pre-

cooling, initial icing or refrigeration services in sales f. o. b. shipping point; to ultimate consumer; or delivered to the premises of retail stores, government procurement agencies and institutional buyers. No person who does not pack and ship the citrus fruit being priced and who does not regularly operate a packing and shipping plant for that commodity, shall purchase citrus fruits in bulk (but not washed, graded and stamped) or "on the tree" at a price higher than the maximum price for the applicable purchase and sale named in the applicable table in paragraph (c).

For example: Suppose a grower of Florida "Indian River" oranges receives an offer from an eastern jobber to "split the wholesale markup" on a delivered sale to the buyer's place of business. It is illegal for the grower to accept any amount of money in excess of the maximum price, f. o. b. country shipping point, plus freight from the applicable basing point and the allowance for protective services listed in the table in paragraph (c) for Florida "Indian River" oranges. The grower may enter into a "joint account" with an eastern buyer, but after the sale the gross return to the grower must not exceed the applicable maximum price, f. o. b. country shipping point plus freight from the basing point and the named protective service allowance.

"Country shipper" means any person, including a grower, grower's cooperative, or packer, who grades, sizes, and packs, or otherwise prepares the kind of citrus fruit being priced for shipment and who sells the commodity from a farm, orchard, grove or other country shipping point. A person who has the citrus fruit packed or prepared for him for sale shall be deemed to be a "country shipper", and the country shipping point shall be deemed to be the place where the particular citrus fruit has been prepared for shipment.

"Ultimate consumer" means a person who buys the kind of citrus fruit being priced for direct consumption. However, as used in this Appendix, the term does not include a commercial, industrial, institutional user or government procurement agency.

[Subparagraph (1) amended by Am. 35, 9 F.R. 7268, effective 7-1-44]

(2) *Sales by growers or country shippers direct and through brokers, shippers' sales agents, commission merchants or terminal auctions.* (i) For sales of citrus fruits by growers or country shippers in carlots or trucklots through a broker, shipper's sales agent or commission merchant, or in less-than-carlots or less-than-trucklots through a broker or shipper's sales agent, the maximum price in each case is the maximum price, f. o. b. country shipping point, or the maximum delivered price (see Column 6 of the applicable table in paragraph (c)), as the case may be, for the particular citrus fruit being priced, as named in the applicable table in paragraph (c), plus the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which such selling agent may charge under Maximum Price Regulation No. 165) or the markup shown in Column 4 of the table in paragraph (d), whichever is lower.

"Broker" or "shipper's sales agent" means a person other than a commission merchant or a salaried representative of a grower or country shipper who, for a commission or fee, sells the particular citrus fruit being priced on behalf of his principal.

"Commission merchant" means a seller's agent who receives the particular citrus fruit being priced and who, for a commission or fee, sells it in any quantity in a terminal market or other wholesale receiving point, and who, in the case of less-than-carlot and less-than-trucklot sales, performs the wholesale functions of unloading the fruit from the car or truck in which it is received.

"Commission" or "fee" means the charge made by an agent for services performed in connection with the sale of citrus fruits. No amount which the agent pays over to his principal shall be considered part of his fee or commission.

[Subparagraph (1) amended by Am. 55, 9 F.R. 10878, effective 9-1-44. Headnote amended by Am. 35, 9 F.R. 7268, effective 7-1-44]

(ii) For sales by growers or country shippers through a commission merchant in less-than-carlots or less-than-trucklots, the maximum price in each case is the maximum delivered price for the kind of citrus fruit being priced, as named in Column 6 of the applicable table in paragraph (c), plus the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which such selling agent may charge under Maximum Price Regulation No. 165) or the applicable markup (for ex car or ex store sales, as the case may be, named in Columns 6 and 7 of the table in paragraph (d)), whichever is lower. (For deliveries made in conveyances owned by the seller, see paragraph (iv), below.)

For example: Assume that the maximum price for a carlot of oranges in standard boxes delivered in a particular market is \$4.50 per box. Assume the commission merchant is selling ex store, and that his actual fee (and his maximum fee under MPR 165) is 7% of the selling price, or 34¢ per box. The maximum markup for sales by commission merchants (ex store) in Column 7 of the table in paragraph (d) is 45¢ per box. The maximum price for sales through the commission merchant is therefore \$4.50 plus 34¢, or \$4.84 per box.

(iii) The maximum price in each case for sales by growers or country shippers through a terminal auction is the maximum delivered price named in Column 6 of the applicable table in paragraph (c), plus (1) the respective actual commissions or fees charged for the particular sale (not to exceed the maximum allowable commission or fee which the agent of the auction seller and which the auction company may charge under Maximum Price Regulation No. 165) or the markup named in Column 5 of the table in paragraph (d), whichever is lower, plus (2) any actual unloading charges in the terminal market.

"Terminal auction" means a place where, on the basis of competitive bidding open to any person who has established credit with the auction company or pays cash, the citrus fruit being priced is sold in less-than-carlots or less-than-trucklots, by persons operating through a licensed sales organization, known as an "auction company", for whose services a fee is charged.

(iv) For sales by growers or country shippers delivered from the country shipping point in conveyances owned by the seller to government procurement agencies, to institutional buyers or to retail stores where resale is made to ultimate consumers, the maximum price, in each case, is the price for the kind of citrus fruit being priced, as named in Column 7 of the applicable table in paragraph (c).

(For deliveries made in conveyances not owned by growers or country shippers when sales are made by country shippers or growers through brokers, shippers' sales agents, commission merchants or terminal auctions, see paragraphs (i), (ii) and (iii) above; for all other deliveries made in conveyances not owned by growers or country shippers the price named in Column 6 of the applicable table in paragraph (c) applies.)

For sales by growers or country shippers to ultimate consumers, the maximum price is the price for the kind of citrus fruit being priced, as named in Column 7 of the applicable table in paragraph (c) multiplied by 1.33. However, such price shall not exceed

any applicable community price established by the Office of Price Administration.

[Subparagraph (iv) amended by Am. 23, 9 F.R. 4086, effective 4-14-44; and Am. 35, 9 F.R. 7268, effective 7-1-44]

(f) *Maximum prices for sales by persons other than growers or country shippers.* (1) If any person other than a grower or country shipper purchases and resells in unbroken carlots or unbroken trucklots, the maximum price in each case is the maximum price f. o. b. country shipping point, or the maximum delivered price named in Column 6 of the applicable table in paragraph (c), plus the markup named in Column 8 of the table in paragraph (d).

(2) *Sales by carlot or trucklot receivers in less-than-carlots or less-than-trucklots.* (i) For sales ex car, ex truck, ex dock, or ex terminal sales platform, at a terminal market or any wholesale receiving point the maximum price shall be the maximum delivered price (see Column 6 of the applicable table in paragraph (c)) plus the markup named in Column 9 of the table in paragraph (d) for such sales.

(ii) If a carlot or trucklot receiver breaks a car or truck, unloads into a store or warehouse owned or leased in whole or part by him, and makes sales ex store or ex warehouse, the maximum price in these sales shall be the maximum delivered price (see Column 6 of the applicable table in paragraph (c)) plus the markup named in Column 10 of the table in paragraph (d) for ex store or ex warehouse sales. This price does not include delivery charges. If the carlot or trucklot receiver makes delivery, he may also add the amount which the appropriate regional or district office determines to be applicable to deliveries in these cases (see paragraph (g)).

(iii) If a carlot or trucklot receiver makes a delivered sale to the premises of a purchaser, within the free delivery zone, without first unloading into a store or warehouse owned or leased by him, the maximum price shall be the maximum price for ex car, ex truck, ex dock, or ex terminal sales platform sales plus the amount which the appropriate regional or district office determines to be applicable to such sales (see paragraph (g)).

(3) *Sales through terminal auctions.* (i) The maximum price in each case for sales by persons other than growers and country shippers through a terminal auction is the maximum delivered price, as named in Column 6 of the applicable table in paragraph (c), plus (1) the markup named in Column 9 of the table in paragraph (d), plus (2) any actual unloading charges in the terminal market. All charges incurred in the making of the sale are included in the named markup and shall not be added to it.

[Subparagraph (1) amended by Am. 23, 9 F.R. 4086, effective 4-14-44]

(ii) "Carlot receiver" or "trucklot receiver" means a person who for his own account and profit buys the citrus fruit being priced in unbroken carlots or unbroken trucklots for resale, in less-than-carlots or less-than-trucklots, to persons other than ultimate consumers. For sales of citrus fruits in unbroken carlots or unbroken trucklots, the seller shall not be considered a carlot or trucklot receiver.

(4) *Sales by secondary jobbers.* (i) The maximum price in each case for sales by secondary jobbers on a delivered basis is the maximum delivered price named in Column 6 of the applicable table in paragraph (c) plus the markup named in Column 11 of the table in paragraph (d). However, for sales of goods which secondary jobbers have purchased at auction, ex car, dock, truck or terminal sales platform the maximum price shall be figured by adding, instead of the markup named in Column 11, the markup named in Column 9 plus the difference be-

tween the markups named in Columns 10 and 11. "Delivered" means delivered to the buyer's premises within the free delivery zone and, in the case of retailers, delivered to the retail store.

[Subparagraph (i) amended by Am. 62, 9 F.R. 12412, effective 10-13-44]

(ii) The maximum price in each case for sales by secondary jobbers not on a delivered basis is the maximum price for sales on a delivered basis less five cents per container for containers under 50 pounds (gross weight) and ten cents per container for containers 50 pounds or more (gross weight), except as these amounts may be changed by the appropriate regional or district office (see paragraph (g)).

(iii) "Secondary jobber" means a person other than a retailer who for his own account and profit purchases the particular citrus fruit being priced in less-than-carlots or less-than-trucklots and resells it in any quantities.

[Subparagraph (iii) amended by Am. 55, 9 F.R. 10878, effective 9-1-44]

(5) *Sales by service wholesalers.* (i) The maximum price in each case for sales by service wholesalers on a delivered basis is the maximum delivered price named in Column 6 of the applicable table in paragraph (c) plus the markup named in Column 12 of the table in paragraph (d). "Delivered" means delivered to the buyer's premises within the free delivery zone and, in the case of retailers, delivered to the retail store.

(ii) A service wholesaler, when selling the kind of citrus fruit being priced on a delivered basis in quantities of one-half container or less, may add to the maximum delivered price for that kind of citrus fruit, as named in the applicable table in paragraph (c), the markup named in Column 13 of the table in paragraph (d), but only if he has first offered to sell to the buyer on a full-container basis. This paragraph applies only where the seller breaks the original container received by him and sells a quantity not in excess of half of the quantity in that container. The paragraph does not apply to sales of "half box bags", "half strap boxes", or other fractional units of a standard or legal container, received by the seller and sold unbroken in the form in which it was received.

(iii) The maximum price in each case for sales by service wholesalers not on a delivered basis is the maximum price for sales on a delivered basis less five cents per container for containers under 50 pounds (gross weight) and ten cents per container for containers 50 pounds or more (gross weight), except as these amounts may be changed by the appropriate regional or district office (see paragraph (g)).

(iv) "Service wholesaler" means a person who maintains a store or warehouse at which the particular goods being priced is received and stored or warehoused, who maintains at such store or warehouse facilities for cold storage, sorting, repacking, and other handling of the fruit, who employs salesmen to call on the trade in the city or country points which he services, and who sells the particular goods being priced to retail stores, government procurement agencies or institutional buyers.

(v) The maximum price for sales by secondary jobbers or service wholesalers delivered to the premises of any purchaser located outside of the free delivery zone is the maximum delivered price named in Column 6 of the applicable table in paragraph (c) plus the applicable markup named in Columns 11, 12 and 13 of the table in paragraph (d), plus the cost of transportation, beyond the free delivery zone, figured at the lowest common or contract carrier rate for available transportation, from the seller's place of business to the premises of the purchaser. The

amount added for transportation shall not exceed 25 cents per cwt. for the first 25 miles beyond the free delivery zone and five cents per cwt. for each successive 25 miles, and the total amount may not exceed 50 cents per cwt., except as these amounts may be changed by the appropriate regional or district office (see paragraph (g)).

[Subparagraphs (iv) and (v) amended by Am. 23, 9 F.R. 4086, effective 4-14-44]

(g) *Adjustments by regional and district offices.* For citrus fruits, the regional offices of the Office of Price Administration, and such district offices as they in turn may authorize, are authorized:

(1) To determine the limits of the free delivery zone at any wholesale receiving point located within its jurisdiction and to adjust upwards or downwards the allowances for sales by secondary jobbers and service wholesalers on a non-delivered basis and to adjust upwards or downwards the allowances for transportation beyond the free delivery zones, at the lowest rates for customary and generally available means of transportation.

(2) To determine and publish orders announcing the maximum amounts which carlot or trucklot receivers may add to their maximum prices for deliveries made within the free delivery zone at that wholesale receiving point.

(3) To adjust upwards or downwards the maximum markups established for sales by growers or country shippers through commission merchants in less-than-carlots or less-than-trucklots ex car, ex truck, ex dock, or terminal sales platform, and for sales by carlot or trucklot receivers ex car, ex truck, ex dock, or ex terminal sales platform or through a terminal auction. However, any upward adjustment that is made under this paragraph shall not exceed the maximum markup established for sales ex store or ex warehouse, by a grower or country shipper through a commission merchant in less-than-carlots or less-than-trucklots or by a carlot or trucklot receiver.

[Paragraph (g) amended by Am. 24, 9 F.R. 4088, effective 4-19-44]

(h) *Record keeping and notification requirements.* Every sale by any person to intermediate sellers shall be accompanied by a notification in writing showing the date of the sale, the names and addresses of the seller and buyer, the quantity being sold and total price charged. When the total actual price includes brokerage, commission, freight, trucking, refrigeration, or any other charge or fee recognized by this Appendix, the notice shall also set forth the nature of such charges, where the giving of such information is not inconsistent with state law.

(i) *Weights.* (1) All weighing and packing of citrus fruits by growers and country shippers shall be done in accordance with customary weighing and packing practices and the requirements of the applicable State Agricultural Code.

(ii) The provisions of section 14a (a) shall apply to those containers of citrus fruits whose maximum prices named in the applicable table in paragraph (c) are stated on a per pound basis.

[Subparagraph (ii) amended by Am. 29, 9 F.R. 5926, effective 6-5-44]

(j) *Fractions of a cent.*—(1) *Standard containers.* Any maximum price, figured for citrus fruit in a standard container, which contains a fraction of a cent shall be reduced to the nearest lower cent if the fraction is less than one-half cent and increased to the nearest higher cent if the fraction is one-half cent or more.

(2) *Non-standard containers and in bulk.* Any maximum price, figured for citrus fruit on a pound basis, shall be carried to the second decimal place of a cent (hundredths of a cent). Any final calculation of a total maximum price applicable to an individual

sale which contains a fraction of a cent shall be reduced to the nearest lower cent if the fraction is less than one-half cent and increased to the nearest higher cent if the fraction is one-half cent or more.

[Paragraph (j) added by Am. 55, 9 F.R. 10878, effective 9-1-44]

[Appendix I added by Am. 19, 9 F.R. 2008, effective 2-23-44 as to maximum prices, f. o. b. shipping point; effective 3-3-44 as to maximum prices other than maximum prices f. o. b. shipping point named in tables 2, 3, 6, 7, 8, and 10 of paragraph (c) of Appendix I; effective 3-9-44 as to maximum prices other than maximum prices f. o. b. shipping point named in tables 1, 4, 5, 9 and 11 of paragraph (c) of Appendix I.]

[Effective date provision amended by Am. 21, 9 F.R. 2493, effective 3-3-44]

APPENDIX J—MAXIMUM PRICES FOR CERTAIN DECIDUOUS TREE FRUITS

(a) *Explanation.* This appendix establishes maximum prices for the following deciduous tree fruits:

Sweet cherries (all varieties)
Apricots (all varieties)
Plums (all varieties including fresh prunes, except fresh Italian prunes)
Fresh Italian prunes (all varieties)
Pears (all varieties except Forelle and Seckel)

[Above item added by Am. 43, 9 F.R. 9066, effective as to maximum prices f. o. b. shipping point on 12:01 a. m., 7-25-44, and as to all other maximum prices as follows: (1) On 8-8-44 for all states wholly east of the Mississippi River except Illinois and Wisconsin; (2) on 8-3-44 for all other states except California, Oregon and Washington; (3) on 7-29-44 for California and Washington]

It applies to every seller of the listed deciduous tree fruits, including growers, grower-distributors, buyer-distributors, carlot distributors, primary receivers, secondary jobbers, service wholesalers and all other sellers except retailers.

Specifically, the appendix:

(1) Establishes maximum prices f. o. b. shipping point for sales made f. o. b. shipping point, and designates basing points from which to figure maximum prices for sales made on a delivered basis.

(2) Establishes maximum prices for sales direct and through certain named agents by all persons other than retailers.

(3) Establishes maximum prices for sales to retail stores, government procurement agencies and institutional buyers.

Each of the listed deciduous tree fruits is covered by a separate table (see paragraph (d)). Special provisions applicable to any one kind of deciduous tree fruit will be found in footnotes to the applicable table. Provisions applicable to all listed deciduous tree fruits are to be found in the paragraphs following the tables. The maximum markups which may be added to the applicable f. o. b. or delivered maximum price, as the case may be, for certain sales common to all the listed deciduous tree fruits, are set forth in Tables A and B (see paragraph (e)). Table A names the markups for sales by growers through agents and for sales by other primary sellers direct or through agents. Table B names the markups for sales by persons other than primary sellers.

Any sale by a primary seller of deciduous tree fruits shipped by him by mail or express to an ultimate consumer in a lot of five containers or less (not larger than "standard" containers) is exempt from this regulation. However, this exemption does not apply to sales by sellers other than primary sellers.

The Office of Price Administration reserves the right to change any basing point named

in this appendix at any time or to establish new or additional basing points without changing the maximum price f. o. b. country shipping point.

(b) *Definitions.* (1) "Standard container" means any container listed in Column 2 of the applicable table in paragraph (d) which is closed and contains a net weight within the weight ranges specified for that container.

(2) "Shipping point" means the place in or near the producing area where the kind of deciduous tree fruit being priced is prepared for shipment and first loaded on cars for rail shipment or on trucks for truck shipment.

Example: Suppose pears are packed at a packing plant at Lakeport, California, and that the nearest point for rail shipment is Yuba City, California, and that the pears must therefore be transported from Lakeport to Yuba City by truck. The country shipping point in this case will be Yuba City, California, and the maximum prices established for pears f. o. b. shipping point will apply at Yuba City. The cost of transportation from Lakeport, California to Yuba City, California, must be borne by the seller. If, however, the pears are destined for a terminal market by truck shipment, for example, to Los Angeles, California, the shipping point in such case will be Lakeport, California.

(3) "Primary seller" means the first person including a grower, grower-distributor, buyer-distributor, or growers' cooperative who prepares the particular deciduous tree fruit being priced for shipment and who sells it from a "shipping point" on an f. o. b. or delivered basis. A person who owns and has the fruit prepared for him for shipment from the shipping point is a primary seller.

(4) "Graded and packed" means graded and packed in accordance with the require-

ments of the applicable State Agricultural Code.

(c) *Weight markings and price calculations.* (1) Before sale, every seller shall clearly mark a net weight on every unmarked container. In the case of a standard container, the seller shall mark a minimum net weight which may be lower, but in no case higher, than the actual weight. In the case of other containers, the seller shall mark the actual net weight on the container. However, marking requirements do not apply to open containers.

The weight requirements provided in this appendix are based on weights existing at the time of shipment from the shipping point, in the case of closed containers, and at the time of sale, in the case of open containers. All weighing and marking shall be done according to the weighing and marking requirements of the applicable State Agricultural Code. (Section 14a (a) does not apply to this appendix.)

(2) Every seller who sells a container upon which a net weight has not theretofore been marked by a prior seller or who sells an open container, shall figure his maximum price on the basis of the actual net weight of the contents. Every seller who sells a container (other than an open container) upon which a net weight has theretofore been marked by a prior seller shall figure his maximum price on the basis of the net weight marked on the container.

Some sellers of standard containers may not wish to weigh each container before marking and selling it. In recognition of this, weight ranges have been provided, for standard containers, within which maximum prices do not vary. However, a seller who sells without weighing all containers takes the risk that the estimated minimum net weight may exceed the actual net weight, which would be a violation of the regulation.

Subsequent sellers, however, may rely on the minimum net weight marked on the container and figure their maximum prices on the basis of it.

A seller obtains his maximum price first by determining whether the net weight of the container being priced falls within any of the weight ranges established by the appendix for that type of container. If the net weight falls within an applicable weight range, the maximum price named in the price table for that container is on a container basis and it applies to all weights within that range. On the other hand, if the net weight falls outside the applicable weight ranges, the maximum price is figured by the seller on a straight per-pound basis. (In the latter case, the container is not a "standard container" and the seller will therefore be required to figure a maximum price for it on the basis of actual net weight.)

(d) *Maximum price tables applicable to individual deciduous tree fruits.* The following tables state maximum prices for certain sales of deciduous tree fruits by all sellers, except sellers at retail. (For other transactions by these sellers see Tables A and B in paragraph (e) and the provisions of paragraphs (f), (g) and (k).)

Except as specified for bulk sales, and "on the tree" sales, the maximum prices named in the following tables include all costs of harvesting, hauling, packing, precooling, loading and inspection, and no additional charge may be made for containers or for any other materials furnished or services rendered.

Although f. o. b. shipping point maximum prices are named only for listed deciduous tree fruits shipped from certain states (see Column 5 of the applicable table in each case), all listed fruits are subject to the maximum prices named in Columns 6 and 7 of the following tables, regardless of where produced or shipped.

TABLE 1—MAXIMUM PRICES FOR SWEET CHERRIES

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5		Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices for fruit loaded in car or truck at shipping point		Maximum prices for sales delivered to any wholesale receiving point in any quantity ¹	Maximum prices for sales by certain persons in less-than-carlots or less-than-trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ²
				Produced in zone I or zone II for sale within the zone of production ³	Produced in zone I or zone II for sale outside the zone of production, and those produced in zone III for sale in any zone ³		
	Sweet cherries graded and packed in the following containers:						
1	Campbell lugs (WPB L-232 Nos. 28 and 29) with a net weight of not less than 14½ pounds or more than 15½ pounds. Campbell lugs (WPB L-232 No. 27) with a net weight of not less than 16 pounds nor more than 18 pounds. Calex lugs (WPB L-232 No. 48) with a net weight of not less than 19 pounds nor more than 21 pounds. Fruit boxes (WPB L-232 No. 36) with a net weight of not less than 19½ pounds nor more than 20½ pounds. Lug boxes (WPB L-232 No. 47) with a net weight of not less than 23 pounds nor more than 25 pounds. Any of the above containers but with a net weight of less than or more than that specified for each container, and in any other container. ⁴	Per lug....	(Beginning—June 17.....	\$2.66.....	\$3.34.....	Applicable Column 5 price plus actual cost of transportation (including 3% transportation tax) from shipping point plus protective service allowances. ⁴	Column 6 price plus 86 cents.
2			(June 18—end of season.....	\$2.55.....	\$3.23.....		
3		Per lug....	(Beginning—June 17.....	\$3.02.....	\$3.78.....		Column 6 price plus 95 cents.
4			(June 18—end of season.....	\$2.89.....	\$3.66.....		
5		Per lug....	(Beginning—June 17.....	\$3.55.....	\$4.45.....		Column 6 price plus \$1.08.
6			(June 18—end of season.....	\$3.40.....	\$4.30.....		
7		Per box....	(Beginning—June 17.....	\$3.55.....	\$4.45.....		Column 6 price plus \$1.08.
8			(June 18—end of season.....	\$3.40.....	\$4.30.....		
9		Per box....	(Beginning—June 17.....	\$4.26.....	\$5.34.....		Column 6 price plus \$1.26.
10			(June 18—end of season.....	\$4.08.....	\$5.16.....		
11	Per lb....	(Beginning—June 17.....	17.75 cents.....	22.25 cents.....	Column 6 price plus 5.6 cents.		
12		(June 18—end of season.....	17.00 cents.....	21.50 cents.....			
13	Sweet cherries ungraded (orchard run):	Per lb....	(Beginning—June 17.....	14.75 cents			Column 6 price plus 4.6 cents.
14	In any container ⁵		(June 18—end of season.....	14.00 cents			

¹ Zone I—State of California. Zone II—States of Oregon and Washington. Zone III—All other States.

² The maximum price for sweet cherries sold in bulk (loose without containers) shall be ½ cent per pound less than the appropriate prices per pound listed for items 13 and 14 in columns 5, 6 and 7.

³ The prices named in columns 6 and 7 are maximum prices for each individual lot or shipment of sweet cherries received and sold by the particular seller. For sellers covered by column 7, see general provisions of this appendix.

⁴ Protective service allowances shall be the actual cost of protective services furnished not to exceed the lowest common carrier charge for the same services (including 3 percent transportation tax).

[Table 1 corrected 9 F.R. 6711, effective 6-9-44; amended by Am. 37, 9 F.R. 7425, effective 7-2-44; Am. 87, 10 F.R. 2351, effective 3-5-45; and Am. 101, 10 F.R. 5458, effective 5-9-45, except as to sweet cherries shipped from the shipping point and actually sold before that date]

TABLE 1A [DELETED]

[Table 1a corrected 9 F.R. 6711, effective 6-9-44; amended by Am. 37, 9 F.R. 7425, effective 7-2-44; Am. 87, 10 F.R. 2351, effective 3-5-45; and deleted by Am. 101, 10 F.R. 5458, effective 5-9-45]

TABLE 2—MAXIMUM PRICES FOR APRICOTS

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5		Col. 6		Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	5 (a) Produced in Zone I or II and destined for sale within the zone of production. ¹	5 (b) Produced in Zone I or II and destined for sale outside the zone of production. ¹	6 (a) Produced in Zone I or II for sale within the zone of production. ¹	6 (b) Produced in Zone I or II for sale outside the zone of production; and in Zone III for sale in any zone. ¹	Maximum prices for sales by certain persons in less-than-carlots or less-than-trucklots delivered to the premises of any retail store, government procurement agency or institutional buyer. ⁴
1	Apricots graded and packed in the following containers: Northwest lugs (WPB L-232 No. 29) with a net weight of not less than 13 pounds nor more than 15 pounds. Brentwood lugs (WPB L-232 No. 4) with a net weight of not less than 24 pounds nor more than 26 pounds. Any of the above containers but with a net weight of less than or more than that specified for each container, and in any other container. ³	Per lug.	Beginning-June 15.....	\$1.26	\$1.54	Column 5 (a) price plus freight (including 3% transportation tax) from Sacramento, California, for apricots produced in Zone I; and from Yakima, Washington, for apricots produced in Zone II. (No amount may be added for protective service allowance.)	Column 5 (b) price plus freight (including 3% transportation tax) from Sacramento, California, for apricots produced in Zone I; and from Yakima, Washington, for apricots produced in Zone II or III. (No amount may be added for protective service allowances. ³)	Column 6 price plus 43 cents. Column 6 price plus 75 cents. Column 6 price plus 3 cents.
2			June 16-June 24.....	1.06	1.54			
3			June 25-end of season.....	1.06	1.34			
4		Per lb.	Beginning-June 15.....	2.25	2.75			
5			June 16-June 24.....	1.90	2.75			
6			June 25-end of season.....	1.90	2.40			
7		Per lb.	Beginning-June 15.....	Cents 9.0	Cents 11.0			
8			June 16-June 24.....	7.6	11.0			
9			June 25-end of season.....	7.6	9.6			
10	Apricots ungraded (orchard run) in any container. ²	Per lb.	Beginning-June 15.....	Cents 7.5	Column 5 price plus freight (including 3% transportation tax) from Sacramento, California, for apricots produced in Zone I; and from Yakima, Washington, for apricots produced in Zone II or III. (No amount may be added for protective service allowance.)			Column 6 price plus 3 cents.
11			June 16-end of season.....	6.1				

¹ Zone I—State of California, Zone II—States of Oregon and Washington, Zone III—All other states.

² The maximum price for apricots sold in bulk (loose without containers) shall be 1 cent per pound less than the appropriate prices per pound listed for Items 10 and 11 in Columns 5, 6 and 7.

³ Protective service allowances shall be added in accordance with the following schedule for apricots priced by Column 6 (b):

Wholesale Receiving Points	Items 1, 2 and 3 per lug	Items 4, 5 and 6 per lug	Items 7, 8 and 9 per pound
1. In all states east of the Mississippi River, except in Wisconsin and Illinois.....	\$0.09	\$0.13	\$0.006
2. In all other states, except California, Oregon and Washington.....	0.07	0.10	0.004
3. In California, Oregon and Washington.....	0.03	0.04	0.002

⁴ For sellers covered by Column 7, see general provisions of this Appendix.

[Table 2 amended by Am. 109, 10 F.R. 6517, effective 6-1-45, except as to apricots shipped from shipping point and actually sold before that date]

TABLE 2A [REVOKED]

[Table 2a revoked by Am. 109]

TABLE 3—MAXIMUM PRICES FOR PLUMS

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7					
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices for fruit loaded on car or truck at shipping points in California, Oregon and Washington	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less-than-trucklots delivered to the premises of any retail store Government procurement agency or institutional buyer ¹					
	Plums graded and packed in standard 4-basket crates (WPB L232 Nos. 37, 38, 39, 40) with the following size and net weight classes:										
	<table><tr><th rowspan="2">Size</th><th colspan="2">Net weight</th></tr><tr><th>Not less than</th><th>Not over</th></tr></table>	Size	Net weight		Not less than	Not over					
Size	Net weight										
	Not less than	Not over									
1.....	3 x 4.....	} 29 pounds... 33 pounds... } Per 4-basket crate.	} All season.....	\$2.91.....	} Column 5 price plus freight (including 3% transportation tax) from Sacramento, California, plus protective services. ²	} Col. 6 price plus 93 cents. Col. 6 price plus 91 cents. Col. 6 price plus 86 cents. Col. 6 price plus 81 cents. Col. 6 price plus 79 cents.					
2.....	3 x 4 x 4.....			\$2.91.....							
3.....	4 x 4.....			\$2.82.....							
4.....	3 x 4 x 5.....			\$2.63.....							
5.....	4 x 5.....			\$2.63.....							
6.....	5 x 5.....			\$2.44.....							
7.....	5 x 6.....			\$2.35.....							
8.....	6 x 6.....			\$2.35.....							
9.....	Plums graded and packed in standard 4-basket crates of each of the above sizes (Items 1-8 above) with a net weight of less than or more than that specified for each size, and plums of any size graded and packed in all other containers.	Per pound..	All season.....	9.4 cents.....	Column 5 price plus freight (including 3% transportation tax) from Sacramento, California plus protective services. ²	Col. 6 price plus 3 1/2 cents.					
10.....	Plums sold loose and ungraded in any container. ¹	Per pound..	All season.....	8.2 cents.....	Column 5 price plus freight (including 3% transportation tax) from Sacramento, California plus protective services. ²	Col. 6 price plus 3 1/2 cents.					

¹ The maximum price for plums sold in bulk (loose without containers) shall be 2.0 cents per pound less than the maximum prices per pound listed for Item 10 in Columns 5, 6, and 7.

² Protective service allowances shall be added in accordance with the following groups of wholesale receiving points:

Wholesale receiving points	Allowance for protective services. (Includes 3% tax.)	
	For containers of 20 lbs. and over	Per lb. for containers under 20 lbs.
1. In all States wholly east of the Mississippi River, except in Wisconsin and Illinois.....	\$0.14	7/10 cent.
2. In all other States, except in California, Oregon and Washington.....	.11	3/4 cent.
3. In Oregon and Washington.....	.04	1/2 cent.
4. In California.....	.00	\$0.00.

¹ No protective service allowances may be added for plums sold loose and ungraded in any container.

² For the sellers covered by Column 7, see general provisions of this appendix.

[Table 3 amended by Am. 44, 9 F.R. 9090, effective 7-27-44; and Am. 87, 10 F.R. 2351, effective 3-5-45]

TABLE 4—MAXIMUM PRICES FOR FRESH ITALIAN PRUNES

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices for fruit loaded on car or truck at shipping point	Maximum prices for sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less-than-carlots or less-than-trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ⁴
1..... 2..... 3.....	Fresh Italian prunes graded and packed in standard 1/2 bushel baskets with a net weight of not less than 28 pounds nor more than 32 pounds.	Per basket..	Jan. 1-Oct. 17..... Oct. 18-Nov. 8..... Nov. 9-Dec. 31.....	\$1.95..... \$2.10..... \$2.25.....	Washington, Oregon, Idaho and California.	Column 5 price plus freight (including 3% transportation tax) from Yakima, Washington, plus protective services. ²
4..... 5..... 6.....	Fresh Italian prunes graded and packed in standard prune box (WPB L 232, No. 29) with a net weight of not less than 15 pounds nor more than 17 pounds.	Per box.....	Jan. 1-Oct. 17..... Oct. 18-Nov. 8..... Nov. 9-Dec. 31.....	\$1.04..... \$1.12..... \$1.20.....	Washington, Oregon, Idaho, and California.	Column 5 price plus freight (including 3% transportation tax) from Yakima, Washington, plus protective services. ²
7.....	Fresh Italian prunes graded and packed in standard 1/2 bushel baskets with a net weight of less than 28 pounds or more than 32 pounds, and fresh Italian prunes packed in standard prune boxes with a net weight of less than 15 pounds or more than 17 pounds, and those graded and packed in all other containers.	Per pound..	Jan. 1-Oct. 17..... Oct. 18-Nov. 8..... Nov. 9-Dec. 31.....	6.5 cents..... 7.0 cents..... 7.5 cents.....	Washington, Oregon, Idaho, and California.	Maximum price for item 1 above divided by 30. Maximum price for item 2 above divided by 30. Maximum price for item 3 above divided by 30.
10.....	Fresh Italian prunes sold loose and ungraded in any container. ¹	Per pound..	Jan. 1-Dec. 31.....	4.7 cents.....	Washington, Oregon, Idaho, and California.	Column 5 price plus freight (including 3% transportation tax) from Yakima, Washington. ³

¹ The maximum price for fresh Italian prunes sold in bulk (loose without containers) shall be 2/10 cents per pound less than the maximum prices per pound listed for Item 10 in Columns 5, 6, and 7.

² Protective service allowances shall be added in accordance with the following groups of wholesale receiving points:

Wholesale receiving points	Allowance for protective services (includes 3% tax)	
	Per one-half bushel basket	Per standard prune box
1. In all States east of the Mississippi River, except in Wisconsin and Illinois.....	\$0.14	\$0.09
2. In all other States, except in California, Washington, Oregon and Idaho.....	.11	.07
3. In California.....	.04	.03
4. In Oregon, Washington and Idaho.....	.00	.00

³ No protective service allowances may be added for fresh Italian prunes sold loose and ungraded in any container.

⁴ For the sellers covered by Column 7, see general provisions of this appendix.

TABLE 5—MAXIMUM PRICES FOR PEARS

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices for fruit loaded on car or truck at shipping point	Maximum prices of sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less-than-carlots or less-than-trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ⁴
1..... 2..... 3..... 4..... 5..... 6..... 7..... 8..... 9.....	Pears produced in California and in the counties of Josephine and Jackson in Oregon and packed in standard Western pear boxes (WPB L232 No. 54), and in one-way pear lugs (WPB L232 No. 56) and in two standard half-pear boxes (WPB L232 No. 55) with a net weight of not less than 46 pounds nor more than 50 pounds.	Per box, one-way lug or two half boxes	Beginning of season-Sept. 10..... Sept. 11-Oct. 10..... Oct. 11-Nov. 10..... Nov. 11-Dec. 10..... Dec. 11-Jan. 10..... Jan. 11-Feb. 10..... Feb. 11-March 10..... March 11-April 10..... April 11-end of season.....	\$3.60..... \$3.76..... \$3.92..... \$4.08..... \$4.16..... \$4.24..... \$4.36..... \$4.48..... \$4.60.....	California and Josephine and Jackson Counties in Oregon	Col. 5 price plus freight (including 3% transportation tax) from Sacramento, California, plus protective services. ^{1,2}
10..... 11..... 12.....	Pears produced in California and in Josephine and Jackson Counties of Oregon and packed in Washington pear lugs (WPB L232 No. 36) with a net weight of not less than 19 pounds nor more than 21 pounds.	Per lug.....	Beginning of season-Sept. 10..... Sept. 11-Oct. 10..... Oct. 11-end of season.....	\$1.50..... \$1.57..... \$1.64.....	Col. 5 price plus freight (including 3% transportation tax) from Sacramento, California, plus protective services. ^{1,2}	Col. 6 price plus \$1.06. Col. 6 price plus 45 cents.
13..... 14..... 15..... 16..... 17..... 18..... 19..... 20..... 21.....	Pears produced in California and in Josephine and Jackson Counties of Oregon and packed in standard Western pear boxes (WPB L232 No. 54) and in one-way pear lugs (WPB L232 No. 56) and in two standard half-pear boxes (WPB L232 No. 55) with a net weight of less than 46 pounds or more than 50 pounds, and pears graded and packed in any other container, except Washington pear lugs.	Per pound..	Beginning of season-Sept. 10..... Sept. 11-Oct. 10..... Oct. 11-Nov. 10..... Nov. 11-Dec. 10..... Dec. 11-Jan. 10..... Jan. 11-Feb. 10..... Feb. 11-Mar. 10..... Mar. 11-Apr. 10..... Apr. 11-end of season.....	7.50 cents..... 7.83 cents..... 8.17 cents..... 8.50 cents..... 8.67 cents..... 8.83 cents..... 9.08 cents..... 9.33 cents..... 9.58 cents.....	Maximum price above for applicable month (Items 1-9) divided by 48.	Col. 6 price plus 2 2/10 cents.

See footnotes at end of table.

TABLE 5—MAXIMUM PRICES FOR PEARS—continued

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices for fruit loaded on car or truck at shipping point	Maximum prices of sales delivered to any wholesale receiving point in any quantity	Maximum prices for sales by certain persons in less-than-carlots or less-than-trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ⁴
				Washington and Oregon except Josephine and Jackson Counties		
22	Pears produced in California and in Josephine and Jackson Counties of Oregon and packed in Washington pear lugs with a net weight of less than 19 pounds or more than 21 pounds.	Per pound	Beginning of season-Sept. 10	7.50 cents	Maximum price above for applicable month (Items 10-12) divided by 20.	Col. 6 price plus 2½¢ cents.
23			Sept. 11-Oct. 10	7.83 cents		
24			Oct. 11-end of season	8.17 cents		
25	Pears produced in California and in Josephine and Jackson Counties of Oregon and sold loose and ungraded in any container.	Per pound	All season	6.0 cents	Col. 5 price plus freight (including 3% transportation tax) from Sacramento, California. ^{2,3}	Col. 6 price plus 2½¢ cents.
26	Pears produced in California and in Josephine and Jackson Counties of Oregon and sold in bulk (loose without container, or in containers furnished by the buyer).	Per pound	All season	5.0 cents	Col. 5 price plus freight (including 3% transportation tax) from Sacramento, California. ^{2,3}	Col. 6 price plus 2½¢ cents.
27	Pears produced in all other areas and packed in standard Western pear boxes (WPB L232 No. 54), and in one-way pear lugs (WPB L232 No. 56), and in two standard half-pear boxes (WPB L232 No. 55) with a net weight of not less than 44 pounds nor more than 48 pounds.	Per box, one-way lug, or two half-boxes.	Beginning of season-Sept. 10	\$3.45	Col. 5 price plus freight (including 3% transportation tax) from Yakima, Washington, plus protective services. ^{1,2}	Col. 6 price plus \$1.02.
28			Sept. 11-Oct. 10	\$3.60		
29			Oct. 11-Nov. 10	\$3.76		
30			Nov. 11-Dec. 10	\$3.91		
31			Dec. 11-Jan. 10	\$3.99		
32			Jan. 11-Feb. 10	\$4.06		
33			Feb. 11-March 10	\$4.18		
34	Pears produced in all other areas and packed in Washington pear lugs (WPB L232 No. 36) with a net weight of not less than 19 pounds nor more than 21 pounds.	Per lug	March 11-April 10	\$4.29	Col. 5 price plus freight (including 3% transportation tax) from Yakima, Washington, plus protective services. ^{1,2}	Col. 6 price plus 45 cents.
35			April 11-end of season	\$4.41		
36			Beginning of season-Sept. 10	\$1.50		
37	Pears produced in all other areas and packed in standard Western pear boxes (WPB L232 No. 54), and in one-way pear lug (WPB L232 No. 56) and in two standard half-pear boxes (WPB L232 No. 55) with a net weight of less than 44 pounds or more than 48 pounds, and pears graded and packed in any other container, except Washington pear lugs.	Per pound	Sept. 11-Oct. 10	\$1.57	Maximum price above for applicable month (Items 27-35) divided by 46.	Col. 6 price plus 2½¢ cents.
38			Oct. 11-end of season	\$1.64		
39			Beginning of season-Sept. 10	7.50 cents		
40			Sept. 11-Oct. 10	7.83 cents		
41			Oct. 11-Nov. 10	8.17 cents		
42			Nov. 11-Dec. 10	8.50 cents		
43			Dec. 11-Jan. 10	8.67 cents		
44	Pears produced in all other areas and packed in Washington pear lugs with a net weight of less than 19 pounds or more than 21 pounds.	Per pound	Jan. 11-Feb. 10	8.83 cents	Maximum price above for applicable month (Items 36-38) divided by 20.	Col. 6 price plus 2½¢ cents.
45			Feb. 11-March 10	9.08 cents		
46			March 11-April 10	9.33 cents		
47	Pears produced in all other areas and sold loose and ungraded in any container.	Per pound	April 11-end of season	9.58 cents	Col. 5 price plus freight (including 3% transportation tax) from Yakima, Washington. ^{2,3}	Col. 6 price plus 2½¢ cents.
48			Beginning of season-Sept. 10	7.50 cents		
49			Sept. 11-Oct. 10	7.83 cents		
50	Pears produced in all other areas and sold in bulk (loose without container, or in container furnished by the buyer).	Per pound	Oct. 11-end of season	8.17 cents	Col. 5 price plus freight (including 3% transportation tax) from Yakima, Washington. ^{2,3}	Col. 6 price plus 2½¢ cents.
51			All season	6.0 cents		
52		Per pound	All season	5.0 cents		

¹ Protective service allowances shall be added in accordance with the following groups of wholesale receiving points:

Wholesale receiving points	Allowance for protective services (includes 3% tax)	
	Standard pear box, one-way lug, two half-pearboxes	Washington pear lug
1. In all states wholly East of the Mississippi River, except in Wisconsin and Illinois	\$0.18	\$0.09
2. In all other states, except in California, Oregon and Washington	.14	.07

² Maximum prices for sales delivered to wholesale receiving points in California, Oregon and Washington shall be the price in Column 5 for the applicable producing area plus freight (including 3% transportation tax) from the shipping point, and plus actual protective service costs not to exceed the actual cost of protective services furnished and not to exceed the lowest common carrier charge for the same services (including 3% tax).

³ No protective service allowance shall be added for pears sold loose and ungraded in any container, or in bulk.

⁴ For the sellers covered by Column 7, see general provisions of this appendix.

[Table 5 added by Am. 43, 9 F.R. 9066, effective as to maximum prices f. o. b. shipping point on 12:01 a. m., 7-25-44, and as to all other maximum prices as follows: (1) On 8-8-44 for all states wholly east of the Mississippi River except Illinois and Wisconsin; (2) on 8-3-44 for all other states except California, Oregon and Washington; (3) on 7-29-44 for California, Oregon and Washington]

(e) Tables of maximum markups applicable to all listed deciduous tree fruits. The following tables name the maximum markups which may be added for certain distributive services. Table A names maximum markups for sales by growers through agents

and sales by primary sellers other than growers. Table B names maximum markups for all other sellers. In each case, the maximum price shall be figured by adding the appropriate markup to the named f. o. b. shipping point or delivered price (see Column 5 or 6

of the applicable table in paragraph (d)), as the case may be. In figuring maximum prices, markups may not be taken cumulatively.

[Examples 1 through 6 deleted by Am. 109, 10 F.R. 6517, effective 6-1-45]

TABLE A—MAXIMUM MARKUPS FOR DISTRIBUTIVE SERVICES PERFORMED BY CERTAIN PRIMARY SELLERS AND THEIR AGENTS TO BE ADDED TO THE APPLICABLE MAXIMUM PRICE F. O. B. SHIPPING POINT OR THE MAXIMUM DELIVERED PRICE AS THE CASE MAY BE (SEE COLUMN 5 OR 6 OF TABLES IN PARAGRAPH (d))

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9	Col. 10	Col. 11	Col. 12
Item No.	Commodity	Unit	Through a broker in any quantity or through a commission merchant in less-than-trucks lots ¹	Through a commission merchant in less-than-trucks lots ¹	Through a commission merchant in less-than-trucks lots ¹	Through an auction in less-than-trucks lots ¹	Direct sale (without the use of broker or any other agent) ¹	Through a broker or salaried representative, or through a commission merchant in carlots or trucks lots ¹	Through an auction in less-than-trucks lots ¹	Through a commission merchant in less-than-trucks lots ¹	Ex-store or warehouse
1	Sweet cherries	(Items 1-14, Table 1): Campbell lug 14½-15½ pounds..... Campbell lug 16-18 pounds..... Caul lug 19-21 pounds..... Fruit box 19½-20½ pounds..... Log box 22-25 pounds..... Above weight of less than one net specified for each container, and sweet cherries packed in all other containers, and those sold ungraded (orchard run) in any container, or in bulk—per pound.	\$0.02..... \$0.02..... \$0.02..... \$0.02..... \$0.02..... ½ cent.....	\$0.17..... \$0.19..... \$0.23..... \$0.25..... \$0.27..... 1½ cents.....	\$0.38..... \$0.43..... \$0.50..... \$0.50..... \$0.60..... 2¼ cents.....	\$0.11..... \$0.12..... \$0.14..... \$0.16..... ¾ cent.....	\$0.16..... \$0.16..... \$0.16..... \$0.16..... \$0.16..... (\$0.16 per container for all containers over 14 lbs. For all others 1½¢ per pound.	\$0.18..... \$0.18..... \$0.18..... \$0.18..... \$0.18..... \$0.18 per container for all containers over 14 lbs. For all others 1½¢ per pound.	\$0.27..... \$0.28..... \$0.30..... \$0.32..... \$0.32..... (\$0.18 per container for all containers over 14 lbs. plus ½¢ per pound. For all others 1½¢ per pound.	\$0.33..... \$0.35..... \$0.39..... \$0.43..... \$0.43..... \$0.16 per container for all containers over 14 lbs. plus 1½¢ per pound. For all others 2½¢ per pound.	\$0.54..... \$0.59..... \$0.66..... \$0.66..... \$0.76..... \$0.16 per container for all containers over 14 lbs. plus 2½¢ per pound. For all others 3½¢ per pound.
2	Apriots	(Items 1-11, table 2): Northwest lug 13-15 pounds..... Brentwood lug 24-26 pounds..... Above containers with a net weight of less than or more than that specified for each container, and apricots packed in any other container, and those sold ungraded (orchard run) in any container, or in bulk—per pound.	\$0.02..... \$0.03..... ¼ cent.....	\$0.09..... \$0.16..... ¾ cent.....	\$0.19..... \$0.35..... 1½¢ cents.....	\$0.06..... \$0.10..... ½ cent.....	\$0.06..... \$0.09..... ¾ cent.....	\$0.08..... \$0.12..... ½ cent.....	\$0.12..... \$0.19..... ¾ cent.....	\$0.12..... \$0.25..... 1 cent.....	\$0.25..... \$0.44..... 1½¢ cents.....
3	Plums	(Items 1-11, table 3): Standard 4-basket crate with a net weight of 23-33 pounds..... Standard 4-basket crate with a net weight of less than 23 pounds or more than 33 pounds, and plums packed in any other container, and those sold ungraded in any container, or in bulk—per pound.	\$0.03..... ½ cent.....	\$0.17..... ¾ cent.....	\$0.39..... 1½¢ cents.....	\$0.10..... ¾ cent.....	\$0.09..... ¾ cent.....	\$0.12..... ¾ cent.....	\$0.19..... ¾ cent.....	\$0.26..... ¾ cent.....	\$0.45..... 1½¢ cents.....
4	Fresh Italian prunes	All (Items 1-10, Table 4): ½ bushel basket 28-32 pounds..... Standard prune box 16-17 pounds..... Above containers with net weight of less than or more than that specified for each container, and fresh Italian prunes packed in all other containers, and those sold loose and ungraded in any container, or in bulk—per lb.	\$0.03..... \$0.02..... ¾ cent.....	\$0.15..... \$0.08..... ¾ cent.....	\$0.33..... \$0.18..... 1½¢ cent.....	\$0.09..... \$0.05..... ¾ cent.....	\$0.11..... \$0.07..... \$0.11 per container for all containers over 20 lbs. For all others ½¢ per lb.	\$0.14..... \$0.09..... \$0.14 per container for all containers over 20 lbs. For all others ½¢ per lb.	\$0.20..... \$0.12..... \$0.14 per container for all containers over 20 lbs. plus ½¢ per lb. For all others ½¢ per lb.	\$0.26..... \$0.15..... \$0.11 per container for all containers over 20 lbs. plus ½¢ per lb. For all others ½¢ per lb.	\$0.44..... \$0.25..... \$0.11 per container for all containers over 20 lbs. plus ½¢ per lb. For all others ½¢ per lb.
5	Pears	All States (all items, table 5). One Way Log, Two Standard ½ Pear Boxes..... 46-50 pounds, California, and Josephine and Jackson Counties, Oregon..... 44-48 pounds, all other areas..... Washington Pear Log, 19-21 pounds..... Above containers with net weight of less than or more than that specified for each container, and pears packed in all other containers, and those sold loose and ungraded in any container, or in bulk (loose without container, or in containers furnished by the buyer)—per pound.	\$0.05..... \$0.05..... \$0.02..... ¾ cent.....	\$0.21..... \$0.21..... \$0.09..... ¾ cent.....	\$0.47..... \$0.46..... \$0.20..... 1.0 cent.....	\$0.15..... \$0.15..... \$0.06..... ¾ cent.....	\$0.15..... \$0.14..... \$0.07..... ¾ cent.....	\$0.20..... \$0.19..... \$0.09..... ¾ cent.....	\$0.30..... \$0.20..... \$0.13..... ¾ cent.....	\$0.36..... \$0.35..... \$0.16..... ¾ cent.....	\$0.62..... \$0.60..... \$0.27..... 1½¢ cents.....

¹ Maximum markups listed above in Columns 4, 8 and 9 may be added to the maximum prices for fruit loaded on car or truck at shipping point (Column 5 of applicable table in paragraph (d)) for sales made by agents of growers and primary sellers, other than growers, i. e., shipping point.

For purposes of computing the maximum price, the amounts set forth in Columns 4, 8 and 9 shall be used, but the maximum charge that may be made by any selling agent shall be determined under MPR 165, as amended, as between such selling agent and his principal.

² The actual charge not to exceed the maximum allowable charge under MPR 165 shall be used instead of the markup listed in Columns 6, 7, 10, 11 and 12 if the amount of such actual charge is lower than the amount shown.

Table A amended by Am. 43, 9 F.R. 9066, effective as to maximum prices f. o. b. shipping point on 12:01 a. m. 7-25-44, and as to all other maximum prices as follows: (1) on 8-8-44 for all states wholly east of the Mississippi River except Illinois and Wisconsin; (2) on 8-3-44 for all other states except California, Oregon and Washington; (3) on 7-29-44 for California, Oregon and Washington; Am. 44, 9 F.R. 9090, effective 7-27-44; Am. 48, 9 F.R. 9549, effective 8-4-44; Am. 101, 10 F.R. 5458, effective 5-9-45, except as to sweet cherries shipped from the shipping point and actually sold before that date; and Am. 109, 10 F.R. 6517, effective 6-1-45, except as to apricots shipped from shipping point and actually sold before that date]

TABLE B—MAXIMUM MARKUPS FOR DISTRIBUTIVE SERVICES PERFORMED BY CERTAIN SELLERS OTHER THAN PRIMARY SELLERS AND THEIR AGENTS TO BE ADDED TO MAXIMUM DELIVERED PRICES

[See Column 6 of tables in paragraph (d)]

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
Item No.	Commodity	Unit	Sales by any person other than a grower or grower-distributor or buyer-distributor who has purchased a carlot or trucklot and resells such carlot or trucklot unbroken	Sales by primary receivers in less-than-carlots or less-than-trucklots	Ex-store or ex-warehouse	Sales by secondary jobbers in any quantity delivered to premises of the purchaser	Original container and bulk quantities in excess of half of original container	Sales by service wholesalers delivered to premises of any retail store, Government procurement agency or institutional buyer within the free delivery zone
1.	Sweet cherries	(Items 1-14, Table 1): Campbell lug 14½-15½ pounds. Campbell lug 16-18 pounds. Calex lug 19-21 pounds. Fruit box 19½-20½ pounds. Lug box 22-25 pounds. Above containers with a net weight of less than or more than that specified for each container and sweet cherries packed in all other containers, and those sold ungraded (orchard run) in any container, or in bulk—per pound. Items 1-11, Table 2: Northwest lug 13-15 pounds. Brentwood lug 24-26 pounds. Above containers with a net weight of less than or more than that specified for each container and sweet cherries packed in any other container, and those sold ungraded (orchard run) in any container, or in bulk—per pound. Items 1-11, Table 3: Standard 4-basket crate with a net weight of 23-33 pounds. Standard 4-basket crate with a net weight of less than 23 pounds or more than 33 pounds, and plums packed in any other container, and those sold ungraded in any container, or in bulk—per pound. All (Items 1-10, Table 4): Standard prune box 15-17 pounds. Above containers with net weight of less than or more than that specified for each container and fresh Italian plums packed in all other containers, and those sold loose and ungraded in any container, or in bulk—per pound. All States (all items) Standard Western Pear Box, One way lug, Two Standard ½ Pear Boxes 40-50 pounds California and Josephine and Jackson counties, Oregon. 41-45 pounds all other areas. Washington Pear Lug—19-21 pounds. Above containers with net weight of less than or more than that specified for each container, and pears packed in all other containers and those sold loose and ungraded in any container or in bulk (loose without container or in containers furnished by the buyer)—per pound.	\$0.29 \$0.29 \$0.29 \$0.29 \$0.29 \$0.29 \$0.29 \$0.29 \$0.13 \$0.21 ½ cent \$0.22 ¾ cent \$0.23 \$0.13 \$0.23 \$0.33 \$0.31 ¾ cent	\$0.35 \$0.37 \$0.41 \$0.41 \$0.45 \$0.18 per container for all containers over 14 lbs. plus 1½¢ per pound. For all others 2½¢ per pound. \$0.17 \$0.28 1½¢ cents \$0.29 1 cent \$0.29 \$0.17 \$0.14 per container for all containers over 20 pounds plus 1½¢ per pound. For all others 1¢ per pound. \$0.41 \$0.40 ¾ cent	\$0.56 \$0.61 \$0.65 \$0.68 \$0.78 \$0.18 per container for all containers over 14 lbs. plus 2½¢ per pound. For all others 3½¢ per pound. \$0.27 \$0.47 1½¢ cents \$0.51 1½¢ cents \$0.47 \$0.27 \$0.14 per container for all containers over 20 pounds plus 1½¢ per pound. For all others 1½¢ per pound. \$0.67 \$0.65 1½¢ cents	\$0.86 \$0.95 \$1.03 \$1.08 \$1.26 \$0.18 per container for all containers over 14 lbs. plus 4½¢ per pound. For all others 5½¢ per pound. \$0.43 \$0.75 3 cents \$0.82 2½¢ cents \$0.74 \$0.41 \$0.14 per container for all containers over 20 pounds plus 2¢ per pound. For all others 2½¢ per pound. \$1.06 \$1.02 \$0.45 2½¢ cents	Half original container or less	
2.	Apricot's							
3.	Plums							
4.	Fresh Italian Prunes.							
5.	Pears							

...the auctioneer may choose to sell through terminal auctions (see paragraph (g) (3)).

This mark-up applies not only to sales by primary receivers through auction but also to sales by all persons, other than primary sellers, through terminal auctions (see paragraph 15 (b)).

Table B amended by Am. 35, 9 F.R. 7268, effective 7-1-44; and Am. 43, 9 F.R. 9066, effective as to maximum prices f. o. b. shipping point on 12:01 a. m., 7-25-44, and as to all other maximum prices as follows: (1) On 8-4-44 for all states wholly east of the Mississippi River except Illinois and Wisconsin; (2) on 8-3-44 for all other states except California, Oregon and Washington; (3) on 7-29-44 for California, Oregon and Washington; Am. 48, 9 F.R. 9549, effective 8-4-44, and Am. 101, 10 F.R. 5458, effective 5-9-45, except as to sweet cherries shipped from the shipping point and actually sold before that date; and Am. 109, 10 F.R. 6517, effective 6-1-45, except as to apricots shipped from shipping point and actually sold before that date. Footnote 1 added by Am. 55, 9 F.R. 10878, effective 9-1-44]

(f) *Provisions applicable to primary sellers*—(1) *Prohibition against certain payments.* No primary seller shall receive, and no person shall pay to any primary seller, an amount in excess of the applicable maximum price f. o. b. shipping point, if sold f. o. b., or the applicable maximum price for delivered sales, if sold delivered, as the case may be (see Column 5 or 6 of the applicable table in paragraph (d)), regardless of the type of sale or the type of purchaser, and regardless of any existing or future commitment between the buyer and seller except for allowances made to grower-distributors, buyer-distributors, and to growers and primary sellers for sales through certain named agents, and except as provided for shipments of not more than five containers in paragraph (a), and except as provided for sales by growers delivered to the premises of retail stores, institutional buyers and designated depots of government procurement agencies, and except as provided for sales to ultimate consumers.

No person who does not pack and ship the fruit being priced, and who does not regularly operate a packing and shipping plant for that commodity, shall purchase deciduous tree fruits "on the tree" or in bulk at a price, which, after the costs of harvesting, hauling, packing, precooling, and loading have been added, results in a price higher than the maximum f. o. b. shipping point price listed in the applicable table of paragraph (d).

Example: Suppose an intermediate seller or a retailer wishes to buy an unharvested crop of plums from a grower. The amount which he pays the grower for the plums plus the cost of harvesting, hauling, packing, precooling and loading may not exceed the maximum price f. o. b. shipping point for plums in the kind of container in which they are being sold, as set forth in the table for plums in paragraph (d). If the plums are purchased already packed, but not precooled or loaded on cars, the price paid for the packed plums plus the cost of precooling and loading must likewise not exceed the maximum price f. o. b. shipping point for plums in such containers.

(2) *Sales by growers direct and through brokers, commission merchants or terminal auctions.* (i) For direct sales of deciduous tree fruits in any quantity by growers, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (d)).

(ii) For sales of deciduous tree fruits in any quantity by growers through brokers, or sales in carlots or trucklots through commission merchants, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (d)) plus the markup named in Column 4 of Table A in paragraph (e), regardless of the actual charge made by the broker or commission merchant. (The broker or commission merchant may not receive for his services more than the commission or fee allowed under Maximum Price Regulation 165).

(iii) For sales of deciduous tree fruits in less-than-carlots or less-than-trucklots by growers through commission merchants, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (d) plus the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which such commission merchant may charge under Maximum Price Regulation 165) or the applicable markup (for ex car or ex store sales, as the case may be, named in Column 5 or 6 of Table A in paragraph (e)), whichever is lower.

[Example deleted by Am. 109, 10 F.R. 6517, effective 6-1-45]

(iv) For sales of deciduous tree fruits by growers through a terminal auction, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (d) plus (1) the markup named in Column 7 of Table A in paragraph (e), or the sum of (1) the markup named in Column 4 of Table A in paragraph (e) and (2) the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which the auction company may charge under Maximum Price Regulation 165), whichever is lower, and (2) any unloading charges in the terminal market incurred by the seller.

(v) For sales of deciduous tree fruits by growers delivered directly from the grower's ranch, orchard, or place of business at the shipping point in a truck owned by him (and not furnished, owned or controlled, directly or indirectly, by the buyer) to the premises of institutional buyers, designated depots of government procurement agencies or retail stores where resale is made to ultimate consumers, the maximum price in each case is the price named in Column 7 of the applicable table in paragraph (d).

A sale of deciduous tree fruit, delivered directly from the shipping point in a truck (owned by another grower and transporting the deciduous tree fruit of that grower and the fruit of not more than three other growers), to the premises of institutional buyers, designated depots of government procurement agencies or retail stores where resale is made to ultimate consumers shall be priced as a sale by a grower "in a truck owned by the grower."

(vi) For sales by growers of deciduous tree fruits to ultimate consumers the maximum price in each case is the price named in Column 7 of the applicable table, in paragraph (d) multiplied by 1.33. However, such price shall not exceed any applicable community price where established by the Office of Price Administration.

"Broker" means a person other than a grower's sales agent or a commission merchant who, for a commission or fee, represents his principal in the sale of the deciduous tree fruit being priced.

"Commission merchant" means a seller's agent, other than a grower's sales agent or a broker, who receives the particular deciduous fruit being priced, and who, for a commission or fee, sells it in any quantity in a terminal market or other wholesale receiving point, and who, in the case of less-than-carlot or less-than-trucklot sales, performs the wholesale functions of unloading the fruit from the car or truck in which it is received.

"Commission" or "fee" means the charge made by an agent for services performed in connection with the sale of deciduous tree fruits.

"Terminal auction" means a place in a terminal market, open to any seller and to any buyer who has established credit with the "auction company" or who pays cash, where, on the basis of competitive bidding, the particular deciduous tree fruit being priced is sold in less-than-carlot or less-than-trucklot quantities by persons operating through a public licensed sales organization known as an "Auction Company", for whose services a fee is charged.

"Ultimate consumer" means a person who buys the particular deciduous tree fruit being priced for direct consumption. However, as used in this appendix, the term does not include a commercial, industrial, institutional user or government procurement agency.

[Subparagraph (vi) amended by Am. 55, 9 F.R. 10878, effective 9-1-44]

(3) *Sales by grower-distributors, buyer-distributors, and by any persons (including growers) through growers' sales agents.*

(i) For sales of deciduous tree fruits in any quantity by (1) grower-distributors, (2) buyer-distributors or (3) any persons (in-

cluding growers) through growers' sales agents, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (d)) plus the markup named in Column 8 of Table A in paragraph (e). (The grower's sales agent may not receive for his services more than the fee or commission allowed him under Maximum Price Regulation 165.)

Example: A grower of cherries in Wenatchee, Washington, employs a grower's sales agent to make a delivered sale in Chicago, Illinois. The maximum price is the price named in Column 6 of the applicable table in paragraph (d) plus the markup named in Column 8 of Table A in paragraph (e), even though the lawful charge received for this service by the grower's sales agent is less than the markup named.

"Grower-distributor" means a person (1) who grows the kind of deciduous tree fruit being priced, (2) who assembles, packs or otherwise prepares such fruit for shipment, (3) who sells it on his own behalf and arranges for shipment and ships from shipping point to wholesale receiving point, (4) who sells through brokers or salaried representatives or who sells direct to intermediate sellers on a delivered basis, and (5) who does not make more than 25% (by volume) of his sales to any one person other than to government procurement agencies during the 1944 season. A person who would be a "grower-distributor" but for the fact that he does not meet requirement (5) shall be considered a "grower".

"Buyer-distributor" means a person (1) who purchases the deciduous fruit being priced before it is loaded on cars or trucks, or assembles, packs or otherwise prepares such fruit for shipment and (2) who sells it on his own behalf and (3) who arranges for shipment and ships from shipping point to wholesale receiving point and (4) who sells through brokers or salaried representatives, or who sells direct to intermediate sellers on a delivered basis and (5) who does not make more than 25% (by volume) of his sales to any one person other than to government procurement agencies during the 1944 season. A person who would be a "buyer-distributor" but for the fact that he does not meet requirement (5) shall be priced as if he were a "grower".

"Grower's sales agent" means a person (including a grower's cooperative) other than a broker or commission merchant (1) who receives the deciduous tree fruit being priced from another, (2) who for a commission or fee sells it for the account of such person after the fruit has been graded, packed, or otherwise prepared for shipment and (3) who regularly uses brokers or maintains salaried representatives in terminal markets through whom sales are made.

"Growers' cooperative" means a non-profit agricultural marketing association, regularly marketing the kind of deciduous tree fruit being priced, which is organized under State law and in conformity with the Capper-Volstead Act.

(ii) For sales of deciduous tree fruit by (1) grower-distributors or (2) buyer-distributors or (3) any person (including growers) through growers' sales agents, who in carlot or trucklot sales use brokers, salaried representatives or commission merchants and in less than carlot or trucklot sales use brokers or salaried representatives, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (d)), plus the markup named in Column 9 of Table A in paragraph (e). (The grower's sales agent, the broker, or the commission merchant may not receive for his services more than the fee or commission allowed under MPR 165).

Example: Suppose a grower of cherries in Wenatchee, Washington, employs a grower's

sales agent to make a delivered sale to a buyer in Boston, Massachusetts. The grower's sales agent uses a broker in making the sale. The maximum price is the maximum delivered price named in Column 6 of the applicable table in paragraph (d) plus the markup named in Column 9 of Table A in paragraph (e), even though the lawful charges received for services by the grower's sales agent and the broker are less than the markup named.

(iii) For sales of deciduous tree fruits by grower-distributors or buyer-distributors through a terminal auction, or by any persons (including growers) through growers' sales agents who use a terminal auction, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (d) plus (1) the markup named in Column 10 of Table A in paragraph (e), or the sum of (1) the markup named in Column 9 of Table A in paragraph (e) and (2) the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which the auction company may charge under MPR 165), whichever is lower, and (2) any unloading charges in the terminal market incurred by the seller.

(iv) For sales of deciduous tree fruits in less-than-carlots or less-than-trucklots by grower-distributors or buyer-distributors through commission merchants, or by any persons (including growers) through growers' sales agents who use commission merchants, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (d) plus the applicable markup (for ex car or ex store sales, as the case may be) named in Columns 11 and 12 of Table A in paragraph (e), or the sum of (1) the markup named in Column 8 of Table A in paragraph (e) and (2) the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which such commission merchant may charge under MPR 165), whichever is lower.

(g) *Maximum prices for sales by persons other than primary sellers*—(1) *Sales in unbroken carlots or trucklots*. If any person other than a primary seller purchases and resells unbroken carlots or trucklots of deciduous tree fruits, the maximum price in each such case shall be the maximum f. o. b. shipping point or delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (d)), plus the markup named in Column 4 of Table B in paragraph (e).

(2) *Sales by primary receivers in less-than-carlots or less-than-trucklots*. (i) For sales by "primary receivers" of deciduous tree fruits ex car, ex truck, ex dock, or ex terminal sales platform, at a terminal market or other wholesale receiving point, the maximum price in each case shall be the maximum delivered price named in Column 6 of the applicable table in paragraph (d) plus the markup named in Column 5 of Table B in paragraph (e).

(ii) If a primary receiver breaks a car or truck, unloads the particular deciduous tree fruit being priced into a store or warehouse owned or leased in whole or in part by him, and makes sales ex store or ex warehouse, the maximum price in each case shall be the maximum delivered price named in Column 6 of the applicable table in paragraph (d) plus the markup named in Column 6 of Table B in paragraph (e). This price does not include delivery charges. If the primary receiver makes delivery, he may also add the amount which the appropriate regional or district office determines to be applicable for deliveries in these cases (see paragraph (1)).

(iii) If a primary receiver makes a delivered sale to the premises of a purchaser within the free delivery zone, without first unloading the particular deciduous tree fruit being priced into a store or warehouse owned or leased by him, the maximum price shall

be the maximum price for ex car, ex truck, ex dock, or ex terminal sales platform sales plus the amount which the appropriate regional or district office determines to be applicable to such sales (see paragraph (1)).

"Primary receiver" means a person who for his own account and profit buys the particular deciduous tree fruit being priced, (1) in unbroken carlots or trucklots from any person or (2) in any quantity from a primary seller selling either direct or through any agent (except a commission merchant or auction in less-than-carlots or less-than-trucklots), for resale in less-than-carlots or less-than-trucklots to persons other than ultimate consumers.

[Above definition amended by Am. 62, 9 F.R. 12412, effective 10-13-44]

(3) *Sales through terminal auctions*. For sales of deciduous tree fruits through a terminal auction, by persons other than primary sellers, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (d) plus (1) the markup named in Column 5 of Table B in paragraph (e) and (2) any unloading charges in the terminal market incurred by the seller.

(4) *Sales by secondary jobbers*. (i) For sales by secondary jobbers of deciduous tree fruit on a "delivered" basis, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (d) plus the markup named in Column 7 of Table B in paragraph (e). However, for sales of goods which secondary jobbers have purchased at auction, ex car, dock, truck or terminal sales platform the maximum price shall be figured by adding, instead of the markup named in Column 7 of Table B, the markup named in Column 5 plus the difference between the markups named in Columns 6 and 7. "Delivered" means delivered to the buyer's premises (in the case of a retailer, delivered to the retail store where resale is made to ultimate consumers) within the free delivery zone.

[Subparagraph (1) amended by Am. 62, 9 F.R. 12412, effective 10-13-44]

(ii) For sales by secondary jobbers of deciduous tree fruits not on a "delivered" basis, the maximum price in each case is the maximum price for sales on a "delivered" basis less five cents per container for containers under 50 pounds (gross weight), and ten cents per container for containers 50 pounds or more (gross weight), except as these amounts may be changed by the appropriate regional or district office (see paragraph (1)).

"Secondary jobber" means a person other than a retailer who for his own account and profit purchases the kind of deciduous tree fruit being priced in less-than-carlots or less-than-trucklots from a primary receiver or from any seller through a commission merchant or auction, for resale in any quantity.

[Above definition amended by Am. 62]

[Subparagraph (ii) amended by Am. 55, 9 F.R. 10878, effective 9-1-44]

(5) *Sales by service wholesalers*. (i) For sales by service wholesalers of deciduous tree fruits on a "delivered" basis, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (d) plus the markup named in Column 8 of Table B in paragraph (e). "Delivered" means delivered to the buyer's premises (in the case of a retailer, delivered to the retail store where resale is made to ultimate consumers) within the free delivery zone.

(ii) A service wholesaler, when selling the kind of deciduous tree fruit being priced on a delivered basis in quantities of one-half container or less, may add to the maximum delivered price named in Column 6 of the applicable table in paragraph (d) the markup named in Column 9 of Table B in paragraph

(e), but only if he has first offered to sell to the buyer on a full-container basis. This paragraph applies only to sales where the seller breaks the original container received by him and sells no more than half of the quantity in that container.

(iii) For sales by service wholesalers of deciduous tree fruits not on a "delivered" basis, the maximum price in each case is the maximum price for sales on a "delivered" basis less five cents per container under 50 pounds (gross weight), and ten cents per container for containers 50 pounds or more (gross weight), except as these amounts may be changed by the appropriate regional or district office (see paragraph (1)).

"Service wholesaler" means a person who maintains a store or warehouse at which the particular deciduous tree fruit being priced is received and stored or warehoused; who maintains at such store or warehouse facilities for cold storage, ripening, sorting, repacking, and other handling of the fruit; who employs salesmen to call on the trade in the city or country points which he services; and who sells the particular deciduous tree fruit being priced to retail stores, government procurement agencies or institutional buyers.

(6) *Sales by secondary jobbers and service wholesalers delivered outside the free delivery zone*. (i) For sales by secondary jobbers or service wholesalers of deciduous tree fruits delivered to the premises of any purchaser located outside of the free delivery zone, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (d) plus the applicable markup named in Columns 7, 8 or 9 of Table B in paragraph (e) plus the cost of transportation beyond the free delivery zone, figured at the lowest common or contract carrier rate for available transportation from the seller's place of business to the premises of the purchaser. The amount added for transportation shall not exceed 25 cents per cwt. for the first 25 miles beyond the free delivery zone, and five cents per cwt. for each successive 25 miles, and the total amount may not exceed 50 cents per cwt., except as these amounts may be changed by the appropriate regional or district office (see paragraph (1)).

(h) *Fractions*. In calculating maximum prices, except for sales to ultimate consumers, all fractions shall be carried to the second decimal place of a cent. Any final calculations of total maximum prices applicable to individual sales resulting in a fraction of one-half cent or more shall be adjusted to the next higher cent, and any fraction below one-half cent shall be adjusted to the next lower cent.

(i) [Deleted]

[Paragraph (1) deleted by Am. 109, 10 F.R. 6517, effective 6-1-45]

(j) *When maximum prices apply*. The applicable maximum price in each case is the maximum price in effect on the date of delivery.

When shipment is by independent carrier and the sale is on an f. o. b. shipping point basis, with the risk of loss on the buyer for any part of the transit prior to physical delivery to him, the date of delivery is the date when the goods are loaded on the carrier ready for shipment. When shipment is by independent carrier and the sale is on a delivered basis, with the risk of loss on the seller for the entire transit prior to physical delivery to the buyer, the date of delivery is the date when the goods are physically delivered by the carrier to the buyer.

(k) *Sales of futures*. In the case of sales of futures, no "advance" (that is, payment prior to delivery) shall, when added to any previous advances, exceed either the maximum price in effect on the date of delivery or the maximum price in effect on the date of the payment.

"Sales of futures" means sales of goods for delivery at a future date beyond the normal time after sale necessary for transit.

(1) *Adjustments by regional and district offices.* For deciduous tree fruit the Regional Directors of the Office of Price Administration, and such district officers as they in turn may authorize, are authorized:

(1) To determine the limits of the free delivery zone at any wholesale receiving point located within its jurisdiction and to adjust upwards or downwards the allowances for sales by secondary jobbers and service wholesalers on a non-delivered basis and to adjust upwards or downwards the allowances for transportation beyond the free delivery zones, at the lowest rates for customary and generally available means of transportation.

(2) To determine and publish orders naming the amounts which primary receivers may add, for deliveries made within the free delivery zone at wholesale receiving points, to the maximum prices otherwise applicable; and to determine and publish orders naming the amounts which primary receivers may add, for deliveries beyond the free delivery zone, to the maximum prices otherwise applicable. These amounts shall be figured at the lowest rates for customary and generally available means of transportation.

[Subparagraph (2) amended by Am. 35, 9 F.R. 7268, effective 7-1-44]

(3) To adjust upwards or downwards the maximum markups named for sales by primary sellers through commission merchants in less-than-carlots or less-than-trucklots ex car, ex truck, ex dock, or terminal sales platform. However, any upward adjustment that is made under this paragraph shall not exceed the maximum markup named for sales by a primary seller through a commission merchant in less-than-carlots or less-than-trucklots ex store or ex warehouse.

(4) To adjust upwards or downwards the maximum markups named for sales by primary receivers ex car, ex truck, ex dock, or ex terminal sales platform or through a terminal auction. However, any upward adjustment that is made under this paragraph shall not exceed the maximum markup named for sales by primary receivers ex store or ex warehouse.

(m) *Record keeping and notification requirements.* Every sale by any person to any buyer other than an ultimate consumer shall be accompanied by a notification in writing showing the date of the sale, the names and addresses of the seller and the buyer, an adequate description of the commodity sold, including the quantity, unit of sale and the total price charged. When the total price includes charges for brokerage, commission, freight, trucking, protective services or any other charge or fee recognized by this appendix, the notice shall set forth the nature and amount of each of such charges, except insofar as the giving of such information is inconsistent with state law.

[Appendix J added by Am. 32, 9 F.R. 6420, effective for sweet cherries on 6-13-44 except for sweet cherries shipped from the shipping point and actually sold before 6-13-44 and except for sweet cherries shipped from the shipping point, before 6-9-44, whether sold or unsold; effective for all other deciduous tree fruits on 6-13-44 as to maximum prices f. o. b. shipping point, and effective as to all other maximum prices as follows:

(1) On 6-27-44 for all states east of the Mississippi River except Illinois and Wisconsin.

(2) On 6-22-44 for all other states except California, Oregon and Washington.

(3) On 6-17-44 for California, Oregon and Washington.]

APPENDIX K—MAXIMUM PRICES FOR CERTAIN FRUITS

(a) *Explanation.* This appendix establishes maximum prices for the following fruits:

Peaches (except Jewel variety)
Grapes
Apples (except lady apples and crab apples)
Cranberries

It applies to all sellers, including growers, grower-packers, shipping point distributors, carlot distributors, primary receivers, secondary jobbers and service wholesalers, but it does not apply to retailers.

[Peaches amended by Am. 98, 10 F.R. 4718, effective 4-28-45]

[Grapes added by Am. 46, 9 F.R. 9509, effective as follows:

(1) On 8-4-44 as to all sales f. o. b. shipping point.

(2) On 8-18-44 for all states wholly east of the Mississippi River except Illinois and Wisconsin.

(3) On 8-13-44 for all other states except California, Oregon and Washington.

(4) On 8-7-44 for California, Oregon and Washington.]

However, as to grapes which were sold and shipped from the country shipping point before 8-4-44, maximum prices at wholesale receiving points established by this amendment shall become effective 8-28-44.

[Effective date provision of Am. 46 amended by Am. 50, 9 F.R. 10192, effective 8-18-44]

[Apples added by Am. 49, 9 F.R. 9785, effective 8-16-44 except for apples shipped from the shipping point and actually sold before 8-16-44, and apples shipped from the shipping point (whether sold or unsold) before 8-9-44 effective 9-6-44.]

[Effective date of Am. 49 amended by Am. 55]

[Cranberries added by Am. 59, 9 F.R. 12208, effective 10-6-44]

Specifically, the appendix:

(1) Establishes maximum prices f. o. b. shipping point for sales made f. o. b. shipping point and maximum delivered prices for sales made on a delivered basis.

(2) Establishes maximum markups which may be added in certain sales. These are set forth in Tables A and B (see paragraph (g)). Table A names the markups for sales (i) by grower-packers selling through certain named agents, and (ii) by shipping point distributors direct or through agents. Table B names the markups for sales by persons other than grower-packers and shipping point distributors.

Any sale by a grower, grower-packer, or shipping point distributor of fruit shipped by him by mail or express to an ultimate consumer in a lot of five containers or less (not larger than standard containers) is not subject to maximum prices. However, the exception does not apply to sellers other than growers, grower-packers and shipping point distributors.

(b) *Definitions.* (1) "Shipping point" means the place in or near the producing area where the fruit being priced is prepared for shipment and first loaded on cars for rail shipment or on trucks for truck shipment.

Example: Suppose that peaches are packed at a packing plant at Methow, Washington, and that the nearest point for rail shipment is Pateros, Washington, and that the peaches must be transported from Methow to Pateros by truck. The country shipping point in this case is Pateros, Washington, and the maximum prices for peaches f. o. b. shipping point apply from Pateros. The cost of transportation from Methow to Pateros must be borne by the seller. However, if the peaches are destined for a terminal market by truck shipment (for example, to Seattle, Washing-

ton), the shipping point in this case is Methow, Washington.

(2) "Graded and packed" means graded and packed in accordance with applicable State and Federal requirements.

(3) "Standard container" in the case of peaches, means (i) a bushel basket of 2150.42 cu. in. capacity, or a one-half bushel basket of 1075.21 cu. in. capacity, which is closed and packed "fairly tight" or tighter, or (ii) any container listed in Column 2 of the applicable table in paragraph (f) which is closed and contains a net weight within the weight ranges specified for that container. "Fairly tight" means that the package is level full and the peaches are held in place by the cover at time of shipment from shipping point and thereafter until a government inspection certificate is secured showing that the container is fairly tight or tighter and the container is marked with a lot number which is also described in the government inspection certificate.

"Standard container" in the case of grapes means (i) a closed lug box (WPB L232 No. 46), packed with table grapes produced in Riverside or Imperial County California, or in Arizona, with a net weight of 24 pounds or more, or (ii) a closed lug box (WPB L232 No. 46), packed with table grapes produced in any other area, with a net weight of 28 pounds or more.

[Above paragraph added by Am. 46, 9 F.R. 9509, effective as follows:

(1) On 8-4-44 as to all sales f. o. b. shipping point.

(2) On 8-18-44 for all states wholly east of the Mississippi River except Illinois and Wisconsin;

(3) On 8-13-44 for all other states except California, Oregon and Washington;

(4) On 8-7-44 for California, Oregon and Washington.]

[However, as to grapes which were sold and shipped from the country shipping point before 8-4-44, the maximum prices at wholesale receiving points established by this amendment shall become effective on 8-28-44.]

[Effective date provision of Am. 46 amended by Am. 50, 9 F.R. 10192, effective 8-18-44]

"Standard container", in the case of apples, means any of the following listed containers which is closed and packed in accordance with the requirements specified for each:

Bushel basket of 2150.42 cu. in. capacity, faced and filled packed, "slightly slack" or tighter, with graded apples.

United States standard barrel of 7056 cu. in. capacity, faced and filled packed, "fairly tight" or tighter, with graded apples.

Apple box WPB-L232 No. 1, with flexible top and bottom, tier-packed, "fairly tight" or tighter, with graded and individually wrapped apples.

Apple box WPB-L232 No. 2	Tier-packed or faced and filled packed, "fairly tight" or tighter, with graded apples.
Apple box WPB-L232 No. 3	
Apple box WPB-L232 No. 58	

¹ Apple box WPB-L232 No. 3 when packed with graded McIntosh apples, need not be tier-packed or faced and filled packed, but must be packed "fairly tight" or tighter with graded apples.

"Slightly slack", in the case of baskets, means that the apples are not below the level of the top of the basket but there is still some movement of the apples within the basket upon handling.

"Fairly tight", in the case of barrels, means that the pack is tight enough to prevent apples from moving within the barrel sufficiently to cause injury, but not as ideal as a tight pack, and likely to loosen sooner

than normally should be the case. There will be very little bruising or crushing at the tail.

"Fairly tight", in the case of apple box WPB-L232 No. 1, means that the apples are packed tight enough to prevent them moving within the package sufficiently to cause injury under ordinary handling conditions. "Fairly tight", in the case of apple box WPB-L232 No. 2, No. 3 and No. 58, means that the package is sufficiently filled to prevent any appreciable movement of the apples, and that the apples are in contact with the lid or cover.

To be a standard container the container must be packed "slightly slack" or tighter, or "fairly tight" or tighter, as the case may be, at the time of shipment from the shipping point, and thereafter until a government inspection certificate is secured showing that the container is "slightly slack" or tighter, "fairly tight" or tighter, as required for the particular standard container, and the container is marked with a lot number which is also described in the government inspection certificate. However, the condition that the container be packed "slightly slack" or tighter, or "fairly tight" or tighter, at the time of shipment from the shipping point shall be deemed satisfied where the particular goods are sold and placed in storage by the buyer prior to shipment from the shipping point, if the container is packed "slightly slack" or tighter, or "fairly tight"

or tighter, as the case may be, at the time of delivery to the buyer.

[Above paragraph added by Am. 49, 9 F.R. 9785, effective 8-16-44 except for apples shipped from the shipping point and actually sold before 8-16-44, and except for apples shipped from the shipping point (whether sold or unsold) before 8-9-44]

"Standard container" in the case of cranberries means any of the following listed containers which is closed and packed in accordance with the requirements specified for each.

Standard quarter barrel box: (WPB L-232; Nos. 30 or 31).

Three-eighths ($\frac{3}{8}$) Barrel Box: (Inside dimensions 12" x 11" x 16 $\frac{1}{2}$ "').

Seven-sixteenths ($\frac{7}{16}$) Barrel Box: (Inside dimensions 9 $\frac{1}{16}$ " x 14" x 18 $\frac{1}{2}$ "').

Each of the above named containers must be solidly packed with sound cranberries when loaded on cars or trucks at shipping point so that they will arrive at first wholesale receiving point with not exceeding twenty percent (20%) of the boxes slack.

Carton containing twenty-four (24) one pound cellophane bags.

[Above paragraph added by Am. 59, 9 F.R. 12208, effective 10-6-44]

(c) Classification of standard containers—

(1) As to peaches. For the purpose of this appendix, standard containers shall be classified as follows:

Class A	(1) Bushel basket of 2150.42 cu. in. capacity	Closed and packed "fairly tight" or tighter.
	(2) One-half bushel basket of 1075.71 cu. in. capacity	
Class B	(1) Fruit box (WPB L232 No. 35)	Closed with a net weight within applicable weight ranges in Column 2 of the applicable table in paragraph (f).
	(2) Fruit box (WPB L232 No. 36)	
	(3) Sanger Lug Box (WPB L232 No. 46)	

(2) As to grapes. For the purposes of this appendix, standard containers shall be classified as follows:

Class C	(1) A closed lug box (WPB L232 No. 46), packed with table grapes produced in Riverside or Imperial County, California, or in Arizona, with a net weight of 24 pounds or more.	from the shipping point (whether sold or unsold) before 8-9-44, effective 9-6-44. (Effective date of Am. 49 amended by Am. 55)]
	(2) A closed lug box (WPB L232 No. 46), packed with table grapes produced in any other area, with a net weight of 28 pounds or more.	

(3) As to apples. For the purposes of this appendix, standard containers shall be classified as follows:

CLASS D

(1) Bushel basket of 2150.42 cu. in. capacity.	Closed and faced and filled packed "slightly slack" or tighter.
(2) United States standard barrel of 7056 cu. in. capacity.	Closed and faced and filled packed "fairly tight" or tighter.
(3) Apple box WPB-L232 No. 1	Closed and tier-packed "fairly tight" or tighter.
(4) Apple box WPB-L232 No. 2	Closed and tier-packed or faced and filled packed "fairly tight" or tighter.
(5) Apple box WPB-L232 No. 3	Closed and tier-packed or faced and filled packed "fairly tight" or tighter.
(6) Produce box WPB-L232 No. 58	Closed and tier-packed or faced and filled packed "fairly tight" or tighter.

¹ Apple box WPB-L232 No. 3, when packed with graded McIntosh apples, need not be tier-packed or faced and filled packed, but must be packed "fairly tight" or tighter.

[Subparagraph (3) added by Am. 49, 9 F.R. 9785, effective 8-16-44, except for apples shipped from the shipping point and actually sold before 8-16-44, and apples shipped

from the shipping point (whether sold or unsold) before 8-9-44, effective 9-6-44. (Effective date of Am. 49 amended by Am. 55)]

(d) Marking requirements. The grower-packer shall plainly mark each container sold by him in accordance with the requirements of State and Federal Grades and Standards Laws and of the Federal Food, Drug and Cosmetic Act, and

(1) As to standard containers in Class A. The grower-packer shall plainly mark each standard container in Class A sold by him to show the following:

(i) The name and address of the grower-packer.

(ii) The volume of the contents.

(2) As to standard containers in Class B. The grower-packer shall plainly mark each standard container in Class B sold by him to show the following:

(i) The name and address of the grower-packer.

(ii) A minimum net weight. This may be lower, but in no case higher, than the actual weight at the time of shipment from the shipping point.

The grower-packer may determine the actual net weight of contents of standard containers noted in Class B and mark the actual net weight in pounds on each container. Some grower-packers may not wish to weigh each container before marking and selling it. In order to make possible the use of reasonable estimated net weights, weight ranges have been provided for the standard containers listed above in Class B within which maximum prices do not vary. However, a grower-packer who sells without weighing all containers takes the risk that the estimated minimum net weight may exceed the actual net weight, which would be a violation of the regulation. Subsequent sellers, however, may rely on the minimum net weight marked on the container and figure their maximum prices on the basis of it.

(3) As to standard containers in Class C. The grower-packer shall plainly mark each standard container in Class C sold by him to show the following:

(i) The name and address of the grower-packer.

(ii) A minimum net weight. This may be lower, but in no case higher, than the actual weight at the time of shipment from the shipping point. Subsequent sellers, however, may rely on the minimum net weight marked on the container and figure their maximum prices on the basis of it.

(4) As to standard containers in Class D.

(i) The grower-packer shall plainly mark each standard container in Class D sold by him to show the following:

(a) The name and address of the grower-packer.

(b) The volume of the contents.

(ii) In addition, where apples have been placed in storage, each seller, including a grower-packer, shipping point distributor or carlot distributor, who ships the particular fruit being priced from the shipping point shall, at the time of shipment, plainly mark each standard container to show the following:

(a) The name and address of the shipper.

(b) The volume of the contents.

However, no person is required to mark a container a second time with information that is already on it.

[Above sentence added by Am. 81, 10 F.R. 1540, effective 2-8-45]

(5) As to non-standard containers. If a container would be a standard container in Class A except for the fact that it is not packed "fairly tight" or tighter, or if a container would be a standard container in Class B except for the fact that it has a net weight not within the weight ranges for the particular container, or if a container would be a standard container in Class C except for the fact that it has a net weight less than that specified for the particular container, or if the container would be a standard container in Class D except for the fact that it is not packed "slightly slack" or tighter, or "fairly tight" or tighter, as specified for the particular container, or if the fruit is in any other closed container, each seller, including a grower-packer, shipping point distributor or carlot distributor, prior to and including time of shipment from the shipping point, shall plainly mark the container to show the following:

(i) The name and address of the seller.

(ii) A minimum net weight. This may be lower, but in no case higher than the actual net weight (a) at the time of sale, or (b) at the time of shipment from shipping point in the case of shipment before sale.

The weight-marking requirement does not apply to open containers. Section 14a (a) does not apply to this appendix.

[Former subparagraph (4) revoked, and subparagraphs (4) and (5) added by Am. 49, 9 F.R. 9785, effective 8-16-44, except for apples shipped from the shipping point and actually sold before 8-16-44, and apples shipped from the shipping point (whether sold or unsold) before 8-9-44 effective 9-6-44]

(e) How maximum prices are figured—(1) Standard containers in Class A. For standard containers in Class A, the maximum price in each case is named in Columns 5 or 6 of the applicable table in paragraph (f). However, the maximum price for any container which would be a standard container except for the fact that it is not packed "fairly tight," or tighter, shall in no event be greater than the maximum price for the standard container.

(2) Standard containers in Class B. A grower-packer obtains his maximum price for any of the types of containers listed in Class B by first determining whether the net weight of the container being priced falls

within any of the weight ranges established by the appendix for that type of container. If the net weight falls within an applicable weight range, the maximum price named in the price table for that container is on a container basis and it applies to all weights within that range. On the other hand, if the net weight falls outside the applicable weight ranges, the maximum price is figured by the seller on the basis of actual net weight.

(3) *Standard containers in Class C.* A grower-packer obtains his maximum prices for any of the types of containers listed in Class C by first determining whether the minimum net weight of the container being priced complies with the minimum net weight established by the appendix for that type of container. If it does, the maximum prices named in the price table for that container apply. On the other hand, if the net weight falls below the minimum net weight requirement, the maximum price is figured by the seller on the basis of actual net weight.

(4) *Standard containers in Class D.* For standard containers in Class D, the maximum price is named in Column 5 or 6 of the applicable table in paragraph (f). However, the maximum price for any container which would be a standard container except for the fact that it is not packed in accordance with the requirements specified for standard containers of apples (see paragraph (b) (3)) shall in no event be greater than

the maximum price for the standard container.

(5) *Non-standard containers.* (1) All fruit offered for sale in closed containers which do not meet the requirements of standard containers in Class A, Class B, Class C, or Class D shall be sold on the basis of actual net weight.

(2) All fruit offered for sale in bulk or open containers shall be sold on a basis of actual net weight.

[Former subparagraph (4) revoked, former (5) redesignated (6), and subparagraphs (4) and (5) added by Am. 49, 9 F.R. 9785, effective 8-16-44, except for apples shipped from the shipping point and actually sold before 8-16-44 and apples shipped from the shipping point (whether sold or unsold) before 8-9-44 effective 9-6-44]

(6) The weight requirements provided in this Appendix are based on weights existing at the time of shipment from the shipping point, in the case of closed containers, and at the time of sale, in the case of open containers, unless otherwise specifically provided.

[Paragraphs (c), (d) and (e) amended by Am. 46, 9 F.R. 9509, effective as follows:

(1) On 8-4-44 as to all sales f. o. b. shipping point;

(2) On 8-18-44 for all states wholly east of the Mississippi River except Illinois and Wisconsin;

(3) On 8-13-44 for all other states, except California, Oregon and Washington;

(4) On 8-17-44 for California, Oregon, and Washington.

However, as to grapes which were sold and shipped from the country shipping point before 8-4-44, the maximum prices at wholesale receiving points established by this amendment shall become effective on 8-28-44]

[Effective date provision of Am. 46, amended by Am. 50, 9 F.R. 10192, effective 8-18-44]

(f) *Maximum price tables.* The following tables state maximum prices for certain sales of fruit by all sellers, except sellers at retail. (For other sales by these sellers see Tables A and B in paragraph (g) and the provisions of paragraphs (h) through (m) and (q)).

Except as specified for bulk sales and "on tree" sales, the maximum prices named in the following tables include all costs of harvesting, hauling, packing, precooling, loading and inspection, and no additional charge may be made for containers or for any other materials furnished or services rendered.

Although f. o. b. shipping point maximum prices may not be named for fruit shipped from certain states (see Column 5 of the applicable table in each case), all listed fruit are subject to the maximum prices named in Columns 6 and 7 of the following tables, regardless of where produced or shipped.

TABLE 1—MAXIMUM PRICES FOR PEACHES

Column 1 Item No.	Column 2 Type, variety, style of pack, etc.	Column 3 Unit	Column 4 Season	Column 5 Maximum prices for fruit loaded on car or truck at shipping point ¹	Column 6 Maximum prices for sales delivered to any wholesale receiving point in any quantity ²	Column 7 Maximum prices for sales by certain persons in less-than-carlots or less-than-trucklots delivered to the premises of any retail store, government agency or institutional buyer ³
1	Peaches produced in Montana, Wyoming, Utah, Colorado, New Mexico, Southern Idaho ⁴ and Malheur County in the State of Oregon: Graded and packed in the following containers:					
2	Fruit box (WPB L-232 No. 35) with a net weight of not less than 16 pounds nor more than 18 pounds.	Per box	All season	\$1.45		Column 6 price plus 42 cents.
3	Standard bushel basket	Per bushel	All season	\$3.34		Column 6 price plus \$1.08.
4	Fruit box (WPB L-232 No. 35) with a net weight of less than 16 pounds or more than 18 pounds, bushel baskets, the contents of which do not meet the requirements of pack specified for standard containers (see paragraph (b) (3) (i)) and peaches graded and packed in any other container.	Per pound	All season	7.4 cents		Column 6 price plus 2½ cents.
5	Ungraded (orchard run) in any container; ¹ graded and loose without containers.	Per pound	All season	6.2 cents		Column 6 price plus 2½ cents.
6	Peaches produced in Washington, Northern Idaho ⁴ and all of Oregon except Malheur County: Graded and packed in the following containers:					
7	Fruit box (WPB L-232 No. 35) with a net weight of not less than 16 pounds nor more than 19 pounds.	Per box	All season	\$1.43		Column 6 price plus 42 cents.
8	Fruit box (WPB L-232 No. 36) with a net weight of not less than 19 pounds nor more than 21 pounds.	Per box	All season	\$1.63		Column 6 price plus 49 cents.
9	Sanger lug box (WPB L-232 No. 46) with a net weight of not less than 22 pounds nor more than 24 pounds.	Per box	All season	\$1.88		Column 6 price plus 58 cents.
10	Any of above containers but with a net weight of less than or more than that specified for each container; and peaches graded and packed in any other container.	Per pound	All season	8.1 cents	Price in Column 5 plus freight (including 3% transportation tax) from shipping point and plus protective service allowances. ²	Column 6 price plus 2½ cents.
11	Ungraded (orchard run) in any container ¹	Per pound	All season	6.5 cents		Column 6 price plus 2½ cents.
12	Peaches produced in California, Nevada and Arizona: Graded and packed in the following containers:					
13	Fruit box (WPB L-232 No. 35) with a net weight of not less than 17 pounds nor more than 19 pounds.	Per box	Beginning-June 17 June 18-end of season	\$1.76 \$1.47		Column 6 price plus 42 cents.
14	Sanger lug box (WPB L-232 No. 46) with a net weight of not less than 24 pounds nor more than 26 pounds.	Per box	Beginning-June 17 June 18-end of season	\$2.44 \$2.04		Column 6 price plus 58 cents.
15	Any of above containers but with a net weight of less than or more than that specified for each container; and peaches graded and packed in any other container.	Per pound	Beginning-June 17 June 18-end of season	9.8 cents 8.1 cents		Column 6 price plus 2½ cents.
16	Ungraded (orchard run) in any container ¹	Per pound	Beginning-June 17 June 18-end of season	8.2 cents 6.5 cents		Column 6 price plus 2½ cents.
17	Peaches produced in all other States: Graded and packed in the following containers:					
18	Standard bushel baskets	Per bushel	Beginning-June 17 June 18-end of season	\$4.41 \$3.64		Column 6 price plus \$1.08.
19	Standard ½ bushel baskets	Per ½ bushel	Beginning-June 17 June 18-end of season	\$2.37 \$1.98		Column 6 price plus 54 cents.
20	Any of above containers, the contents of which do not meet the requirements of pack specified for standard containers (see paragraph (b) (3) (i)); and peaches graded and packed in any other container.	Per pound	Beginning-June 17 June 18-end of season	9.2 cents 7.5 cents		Column 6 price plus 2½ cents.
21	Ungraded (orchard run) in any container ¹	Per pound	Beginning-June 17 June 18-end of season	8.3 cents 6.6 cents		Column 6 price plus 2½ cents.

See footnotes on following page.

¹ The maximum price for peaches sold in bulk (loose without containers) shall be 1 cent per pound less than the maximum prices per pound listed for items 4, 9, 16, 17, 24 and 25 in Columns 5, 6 and 7, except for those peaches which are priced in item 4 as graded and loose without containers.

² Protective service allowances shall be the actual cost of protective services furnished, not to exceed the lowest common carrier charge for the same services (including 3% transportation tax), but shall not include precooling (see paragraph (h)).

³ The prices named in Columns 6 and 7 are maximum prices for each individual lot

or shipment of peaches received and sold by the particular seller. For sellers covered by Column 7, see general provisions of this appendix.

⁴ No separate charge shall be made for precooling since an allowance for precooling is included in the f. o. b. price (see paragraph (h)).

⁵ For the purpose of this table, "Southern Idaho" means all counties south of Idaho County in the State of Idaho, and "Northern Idaho" means Idaho County and all counties north of Idaho County in the State of Idaho.

[Table 1 amended by Am. 48, 9 F.R. 9549, effective 8-4-44; Am. 54, 9 F.R. 10777, effective 9-1-44; Am. 55, 9 F.R. 10878, effective 9-1-44; Am. 67, 10 F.R. 2351, effective 3-5-45; and Am. 102, 10 F.R. 5721, effective 5-18-45, as to peaches shipped from the shipping point and actually sold before that date.]

TABLE 2 [Revoked]

[Table 2 added by Am. 48, 9 F.R. 9549, effective 8-4-44; Am. 54, 9 F.R. 10777, effective 9-1-44; Am. 55, 9 F.R. 10878, effective 9-1-44. Table 2 revoked by Am. 61, 9 F.R. 12341, effective 10-10-44]

TABLE 3—MAXIMUM PRICES FOR APPLES

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices for fruit loaded on car or truck at shipping point ²	Maximum prices for sales delivered to any wholesale receiving point in any quantity ¹	Maximum prices for sales by certain persons in less-than-carlots or less-than-trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ¹
1	Apples graded and packed in the following standard containers:		(Beginning of season—August 19	\$2.85		
2			August 20–October 31	2.75		
3			November 1–November 15	2.85		
4	Apple box (WPB L232 No. 1)	Per box or bushel.	November 16–November 30	2.90	Col. 5 price plus freight (including 3% transportation tax) from shipping point and plus protective service allowances. ³	Col. 6 price plus 70 cents.
5	Apple box (WPB L232 No. 2)		December 1–January 5	2.98		
6	Apple box (WPB L232 No. 3)		January 6–February 5	3.01		
7	Apple box (WPB L232 No. 38)		February 6–March 5	3.04		
8	Bushel basket (2150.42 Cu. inches)		March 6–April 5	3.07		
9			April 6–May 5	3.12		
10			May 6–June 5	3.17		
11			June 6–end of season	3.22		
12			(Beginning of season—August 19	\$2.55		
13			August 20–October 31	2.55		
14			November 1–November 15	2.55		
15			November 16–November 30	2.70		
16			December 1–January 5	2.94		
17	U. S. Standard Barrel (7056 Cu. inches)	Per barrel	January 6–February 5	9.03	Col. 5 price plus freight (including 3% transportation tax) from shipping point and plus protective service allowances. ³	Col. 6 price plus \$2.10.
18			February 6–March 5	9.12		
19			March 6–April 5	9.21		
20			April 6–May 5	9.36		
21			May 6–June 5	9.51		
22			June 6–end of season	9.66		
23			(Beginning of season—August 19	\$0.063		
24			August 20–October 31	.061		
25			November 1–November 15	.063		
26			November 16–November 30	.064		
27	Any of the above containers, the contents of which do not meet the requirements of pack specified for standard containers (see paragraph (b) (3)); and apples graded and packed in any other container.	Per pound	December 1–January 5	.066	Col. 5 price plus freight (including 3% transportation tax) from shipping point and plus protective service allowances. ³	Col. 6 price plus 1½ cents.
28			January 6–February 5	.067		
29			February 6–March 5	.0675		
30			March 6–April 5	.068		
31			April 6–May 5	.069		
32			May 6–June 5	.07		
33			June 6–end of season	.074		
34			(Beginning of season—August 19	\$0.0545		
35			August 20–October 31	.0525		
36			November 1–November 15	.0545		
37			November 16–November 30	.0555		
38	Apples sold graded in bulk (loose without containers or in containers furnished by the buyer).	Per pound	December 1–January 5	.0575	Col. 5 price plus freight (including 3% transportation tax) from shipping point and plus protective service allowances. ³	Col. 6 price plus 1½ cents.
39			January 6–February 5	.0585		
40			February 6–March 5	.059		
41			March 6–April 5	.0595		
42			April 6–May 5	.0605		
43			May 6–June 5	.0615		
44			June 6–end of season	.0625		
45			(Beginning of season—August 19	\$0.049		
46			August 20–October 31	.047		
47			November 1–November 15	.049		
48			November 16–November 30	.050		
49	Apples sold loose and ungraded (tree-run) in any container.	Per pound	December 1–January 5	.052	Col. 5 price plus freight (including 3% transportation tax) from shipping point and plus protective service allowances. ³	Col. 6 price plus 1½ cents.
50			January 6–February 5	.053		
51			February 6–March 5	.0535		
52			March 6–April 5	.054		
53			April 6–end of season	.055		
54			(Beginning of season—August 19	\$0.045		
55			August 20–October 31	.043		
56			November 1–November 15	.045		
57			November 16–November 30	.046		
58	Apples sold ungraded (tree-run) in bulk (loose without containers or in containers furnished by the buyer).	Per pound	December 1–January 5	.048	Col. 5 price plus freight (including 3% transportation tax) from shipping point and plus protective service allowances. ³	Col. 6 price plus 1½ cents.
59			January 6–February 5	.049		
60			February 6–March 5	.0495		
61			March 6–April 5	.05		
62			April 6–end of season	.051		

¹ The prices named in Columns 6 and 7 are maximum prices for each individual lot or shipment of apples received and sold by the particular seller. For sellers covered by Column 7 see general provisions of this appendix.

² Protective service allowances shall be the actual cost of protective services furnished (exclusive of precooling) not to exceed the lowest common carrier charge for the same services (including 3% transportation tax). No separate charge shall be made for precooling since an allowance for precooling is included in the f. o. b. price (see paragraph (h)).

³ On and after November 23, 1944 until the end of the season, the table appearing below rather than Table 3 shall apply to apples of the 1944 crop produced in these central states: Indiana, Illinois, Iowa, Missouri, Oklahoma, Kansas, Tennessee, Kentucky and Arkansas; and to apples of the 1944 crop produced in this northeast area: Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New Jersey, Delaware, the counties of Clinton, Essex, Columbia, Dutchess, Putnam, Greene, Westchester, Ulster, Orange, Rockland, Warren, Washington, Saratoga, Schoenectady, Albany, and Rensselaer, in New York, the counties of Worcester, Talbot, Cecil, Kent, Queen Annes, Caroline, Dorchester, Wilcombe and Somerset in Maryland and the counties of Accomac and Northampton in Virginia.

⁴ During the period beginning May 29, 1945 and ending June 20, 1945, the Column 5 prices for apples of the 1945 crop shall be for Item 1 (apples graded and packed in standard box or bushel basket) \$3.53 per box or basket; for Item 12 (apples graded and packed in standard barrel) \$10.69 per barrel; for Item 23 (apples graded and packed in other containers) 7.8 cents per pound; for Item 34 (graded apples in bulk) 0.95 cents per pound; for Item 45 (ungraded apples (tree-run) loose in any containers) 6.4 cents per pound; and for Item 54 (ungraded apples (tree-run) in bulk) 6.0 cents per pound.

APPLES OF THE 1944 CROP PRODUCED IN CERTAIN AREAS

Col. 1	2	3	4	5			6	7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices for fruit loaded on car or truck at shipping point—			Maximum prices for sales delivered to any wholesale receiving point in any quantity (see footnote 1 above)—	Maximum prices for sales by certain persons in less-than-carlots or less-than-trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer (see footnote 1 above)
				5 (a) Apples produced in the central States named above in footnote 3	5 (b) Apples produced in the northeast area described above in footnote 3			
4	Apples graded and packed in the following standard containers:		(Nov. 23-Nov. 30.....	\$3.47	\$3.05			
5			Dec. 1-Jan. 5.....	3.55	3.13			
6			Jan. 6-Feb. 5.....	3.58	3.16			
7	Apple box (WPB L232 No. 1).....	Per box or	Feb. 6-Mar. 5.....	3.61	3.19			
8	Apple box (WPB L232 No. 2).....	bushel.	Mar. 6-Apr. 5.....	3.64	3.22			
9	Apple box (WPB L232 No. 3).....		Apr. 6-May 5.....	3.69	3.27			
10	Apple box (WPB L232 No. 58).....		May 6-June 5.....	3.74	3.32			
11	Bushel basket (2,150.42 cu. inches).....		June 6-end of season.....	3.79	3.37			
12			(Nov. 23-Nov. 30.....	10.41	9.15			
13			Dec. 1-Jan. 5.....	10.65	9.39			
14			Jan. 6-Feb. 5.....	10.74	9.48			
15	Apples graded and packed in U. S. Standard Barrel (7,056 cu. in.).....	Per barrel.....	Feb. 6-Mar. 5.....	10.83	9.57			
16			Mar. 6-Apr. 5.....	10.92	9.66			
17			Apr. 6-May 5.....	11.07	9.81			
18			May 6-June 5.....	11.22	9.96			
19			June 6-end of season.....	11.57	10.11			
20			(Nov. 23-Nov. 30.....	.0771	.0678			
21			Dec. 1-Jan. 5.....	.0789	.0695			
22			Jan. 6-Feb. 5.....	.0796	.0702			
23			Feb. 6-Mar. 5.....	.0802	.0709			
24			Mar. 6-Apr. 5.....	.0809	.0716			
25			Apr. 6-May 5.....	.082	.0727			
26			May 6-June 5.....	.0831	.0738			
27			June 6-end of season.....	.0842	.0749			
28	Any of the above containers, the contents of which do not meet the requirements of pack specified for standard containers (see paragraph (b) (3)); and apples graded and packed in any other container.	Per pound.....	(Nov. 23-Nov. 30.....	.0686	.0593			
29			Dec. 1-Jan. 5.....	.0704	.0610			
30			Jan. 6-Feb. 5.....	.0711	.0617			
31			Feb. 6-Mar. 5.....	.0717	.0624			
32			Mar. 6-Apr. 5.....	.0724	.0631			
33			Apr. 6-May 5.....	.0735	.0642			
34			May 6-June 5.....	.0746	.0653			
35			June 6-end of season.....	.0757	.0664			
36	Apples sold graded in bulk (loose without containers or in containers furnished by the buyer).	Per pound.....	(Nov. 23-Nov. 30.....	.0631	.0538			
37			Dec. 1-Jan. 5.....	.0649	.0555			
38			Jan. 6-Feb. 5.....	.0656	.0562			
39			Feb. 6-Mar. 5.....	.0662	.0569			
40			Mar. 6-Apr. 5.....	.0669	.0576			
41			Apr. 6-end of season.....	.0680	.0587			
42			(Nov. 23-Nov. 30.....	.0591	.0498			
43	Apples sold loose and ungraded (tree-run) in any container.	Per pound.....	Dec. 1-Jan. 5.....	.0609	.0515			
44			Jan. 6-Feb. 5.....	.0616	.0522			
45			Feb. 6-Mar. 5.....	.0622	.0529			
46			Mar. 6-Apr. 5.....	.0629	.0536			
47			Apr. 6-end of season.....	.0640	.0547			
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[Table 3 added by Am. 49. See note following paragraph (a) for effective date. Footnote 3 added by Am. 73, 9 F.R. 13995, effective 11-23-44. Footnote 4 added by Am. 108, 10 F.R. 6308, effective 5-29-45]

TABLE 4—MAXIMUM PRICES FOR CRANBERRIES

Col. 1	2	3	4	5			6	7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices for fruit loaded on car or truck at shipping point—			Maximum prices for sales delivered to any wholesale receiving point in any quantity ¹	Maximum prices for sales by certain persons in less-than-carlots or less-than-trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ²
				5 (a) Cranberries produced in Massachusetts, Rhode Island, New York, and New Jersey	5 (b) Cranberries produced in Wisconsin	5 (c) Cranberries produced in Washington and Oregon		
1	Cranberries graded and packed in the following containers:		(Beginning—Oct. 8.....	\$5.85	\$5.95	\$6.10		
2	Standard 1/4 barrel box (W. P. B. L232 30 or 31).....	Per 1/4 barrel box.	Oct. 9-Oct. 29.....	6.00	6.10	6.25		
3			Oct. 30-Nov. 19.....	6.15	6.25	6.40		
4			Nov. 20-end of season.....	6.30	6.40	6.55		
5			(Beginning—Oct. 8.....	8.775	8.925	9.150		
6	3/8 barrel box (inside dimensions 12" x 11" x 16 1/2").....	Per 3/8 barrel box.	Oct. 9-Oct. 29.....	9.000	9.150	9.375		
7			Oct. 30-Nov. 19.....	9.225	9.375	9.600		
8			Nov. 20-end of season.....	9.450	9.600	9.825		
9			(Beginning—Oct. 8.....	10.2375	10.4125	10.6750		
10	1/2 barrel box (inside dimensions 9 1/2" x 14" x 18 1/2").....	Per 1/2 barrel box.	Oct. 9-Oct. 29.....	10.5000	10.6750	10.9375		
11			Oct. 30-Nov. 19.....	10.7625	10.9375	11.2000		
12			Nov. 20-end of season.....	11.0250	11.2000	11.4625		

See footnotes at end of table.

TABLE 4—MAXIMUM PRICES FOR CRANBERRIES—continued

Col. 1	2	3	4	5			6	7
Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices for fruit loaded on car or truck at shipping point ¹			Maximum prices for sales delivered to any wholesale receiving point in any quantity ¹	Maximum prices for sales by certain persons in less-than carlots or less-than-trucklots delivered to the premises of any retail store, Government procurement agency or institutional buyer ¹
				5 (a) Cranberries produced in Massachusetts, Rhode Island, New York, and New Jersey	5 (b) Cranberries produced in Wisconsin	5 (c) Cranberries produced in Washington and Oregon		
13.....	Cartons, containing 24—1-lb. cellophane bags.	Per carton.....	Beginning—Oct. 8.....	\$6.21	\$6.31	\$6.46	Price in column 5 (a), plus freight from Wareham, Massachusetts, and plus protective service allowance through October 29. ⁴	Col. 6 price plus \$1.11.
14.....			Oct. 9—Oct. 29.....	6.36	6.46	6.61		
15.....			Oct. 30—Nov. 19.....	6.51	6.61	6.76		
16.....			Nov. 20—end of season.....	6.66	6.76	6.91		
17.....	Any of the above containers, the contents of which do not meet the requirements of pack specified. (See paragraph (b) (3) and cranberries graded and packed in any other container. ³)	Per pound.....	Beginning—Oct. 8.....	.234	.238	.244	Maximum price above for applicable month (Items 1-4) divided by 25. ¹	Col. 6 price plus 4½ cents.
18.....			Oct. 9—Oct. 29.....	.240	.244	.250		
19.....			Oct. 30—Nov. 19.....	.246	.250	.256		
20.....			Nov. 20—end of season.....	.252	.256	.262		

¹ The delivered price in any receiving point is the same as that determined for Items 1-20 Column 5 (a) regardless of the f. o. b. price shown in Columns 5 (b) and 5 (c). Prices in Column 5 (b) and 5 (c) apply only to sales made f. o. b. shipping point.

² The prices named in columns 6 and 7 are maximum prices for each individual lot or shipment of cranberries received and sold by the particular seller. For sellers covered by Column 7, see general provisions of this appendix.

³ The maximum price for cranberries sold in bulk (loose without containers or in containers furnished by the buyer) shall be 2 cents per pound less than the maximum prices per pound listed for Items 17, 18, 19, 20 in Columns 5 (a), 5 (b), 5 (c), 6 and 7.

⁴ Protective service allowance shall be added through October 29, in accordance with the following schedule:

Wholesale receiving points	Allowance for protective services through October 29			
	¼ barrel box	24 1-pound cello bags	¾ barrel box	¾ barrel box
In the following States: Arizona, Arkansas, California, Colorado, Kansas, Louisiana, Missouri, Nebraska, New Mexico, Oklahoma, Texas, Utah.....	\$0.09	\$0.09	\$0.13	\$0.16

¹ From October 28, 1944 until the end of the 1944 season the following prices shall be substituted for the prices named in Column 5:

Item	5 (a)	5 (b)	5 (c)
2.....	\$6.25	\$6.35	\$6.50
3.....	6.40	6.50	6.85
4.....	6.55	6.65	6.90
5.....	9.375	9.525	9.750
6.....	9.600	9.750	9.975
7.....	9.825	9.975	10.200
8.....	10.9375	11.1125	11.3750
9.....	11.2000	11.3750	11.6375
10.....	11.4625	11.6375	11.9000
11.....	6.62	6.72	6.87
12.....	6.77	6.87	7.02
13.....	6.92	7.02	7.17
14.....	.250	.254	.260
15.....	.256	.260	.266
16.....	.262	.266	.272

[Table 4 added by Am. 59, 9 F.R. 12208, effective 10-6-44; and amended by Am. 65, 9 F.R. 12968, effective 10-28-44. Footnote 5 added by Am. 65]

(g) *Tables of maximum markups.* The following tables name the maximum markups which may be added for certain distributive services. Table A names maximum markups for sales by grower-packers through certain named agents and sales by shipping point distributors direct and through agents.

Table B names maximum markups for sales by persons other than grower-packers and shipping point distributors. In each case, the maximum price shall be figured by adding the appropriate markup to the named f. o. b. shipping point or delivered price (see

Column 5 or 6 of the applicable table in paragraph (f)), as the case may be. In figuring maximum prices, markups may not be taken cumulatively.

[Examples 1 through 6 deleted by Am. 111, 10 F.R. 7343, effective 6-15-45]

TABLE A—MAXIMUM MARK-UPS FOR DISTRIBUTIVE SERVICES PERFORMED BY GROWER-PACKERS, SHIPPING POINT DISTRIBUTORS, AND THEIR AGENTS TO BE ADDED TO THE APPLICABLE MAXIMUM PRICE F. O. B. SHIPPING POINT OR THE MAXIMUM DELIVERED PRICE, AS THE CASE MAY BE

[See Column 5 or 6 of tables in paragraph (f)]¹

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9	Col. 10	Col. 11	Col. 12
Item No.	Commodity	Unit	Sales by grower-packers			Sales by any person (including grower-packers) through a grower's sales agent and sales by shipping point distributors					
			Through a broker in any quantity or through a commission merchant in carlots or trucklots ¹	Through a commission merchant in less-than-carlots or less-than-trucklots		Through an auction in less-than-carlots or less-than-trucklots ¹	Direct sales (without the use of broker or any other agent)	Through a broker ¹ or salaried representative in any quantity, or through a commission merchant ¹ in carlots or trucklots	Through an auction in less-than-carlots or less-than-trucklots ¹	Through a commission merchant in less-than-carlots or less-than-trucklots	
				Ex-dock, car or truck or terminal sales platform ¹	Ex-store or warehouse ¹					Ex-dock, car, truck or terminal sales platform ¹	Ex-store or warehouse ¹
1.....	Peaches.....	California, Arizona, Nevada, Oregon, Washington, Idaho (Items 13-21, table 1)									
		Fruit Box (WPB L-232 No. 35) with a net weight of 16-19 pounds (Items 1, 5, 10 and 11, Table 1).	\$0.02.....	\$0.08.....	\$0.18.....	\$0.06.....	\$0.07.....	\$0.09.....	\$0.13.....	\$0.15.....	\$0.25.....
		Fruit Box (WPB L-232 No. 36) with a net weight of 19-21 pounds (Item 6, Table 1).	\$0.03.....	\$0.09.....	\$0.21.....	\$0.08.....	\$0.08.....	\$0.11.....	\$0.16.....	\$0.17.....	\$0.29.....
		Sanger Lug Box (WPB L-232 No. 46) with a net weight of 22-26 pounds (Items 7, 12 and 13, Table 1).	\$0.03.....	\$0.11.....	\$0.25.....	\$0.09.....	\$0.10.....	\$0.13.....	\$0.18.....	\$0.21.....	\$0.35.....
		Standard Bushel Baskets (Items 2, 18 and 19, Table 1).	\$0.06.....	\$0.23.....	\$0.50.....	\$0.17.....	\$0.12.....	\$0.18.....	\$0.29.....	\$0.35.....	\$0.62.....
		Standard ½ Bushel Baskets (Items 20 and 21, Table 1).	\$0.03.....	\$0.11.....	\$0.25.....	\$0.09.....	\$0.06.....	\$0.09.....	\$0.15.....	\$0.17.....	\$0.31.....
		Box (WPB L-232 Nos. 35, 36 or 46) with a net weight of less than or more than that specified above for the particular box; bushel baskets and ½ bushel baskets, the contents of which do not meet requirements of pack specified for standard containers (see paragraph (b) (3) (i); all other containers or bulk (loose without containers)—per pound (Items 3, 4, 8, 9, 14-17 and 22-25).	½ cent.....	½ cent.....	1 cent.....	½ cent.....	½ cent.....	½ cent.....	½ cent.....	½ cent.....	1½ cents.....
2.....	Table grapes.....	Revoked.									
3.....	Apples.....	Standard Boxes, bushels (Items 1-11).	\$0.05.....	\$0.14.....	\$0.20.....	\$0.13.....	\$0.10.....	\$0.15.....	\$0.23.....	\$0.24.....	\$0.40.....
		Standard Barrels (Items 12-22).	\$0.15.....	\$0.42.....	\$0.90.....	\$0.39.....	\$0.30.....	\$0.45.....	\$0.69.....	\$0.72.....	\$1.20.....
		Above containers, the contents of which do not meet requirements of pack specified for standard containers (see paragraph (b) (3)); apples packed in all other containers; and those sold loose and ungraded in any container, or in bulk—per pound.	½ cent.....	½ cent.....	¾ cent.....	½ cent.....	½ cent.....	½ cent.....	½ cent.....	½ cent.....	¾ cent.....
4.....	Cranberries.....	¼ bbl. box.....	\$0.03.....	\$0.23.....	\$0.50.....	\$0.16.....	\$0.18.....	\$0.21.....	\$0.34.....	\$0.41.....	\$0.68.....
		24/1 lb. cello bags.....	\$0.03.....	\$0.23.....	\$0.50.....	\$0.16.....	\$0.18.....	\$0.21.....	\$0.34.....	\$0.41.....	\$0.68.....
		¾ bbl. box.....	\$0.04.....	\$0.34.....	\$0.74.....	\$0.22.....	\$0.27.....	\$0.31.....	\$0.49.....	\$0.61.....	\$1.01.....
		½ bbl. box.....	\$0.05.....	\$0.39.....	\$0.87.....	\$0.26.....	\$0.31.....	\$0.36.....	\$0.57.....	\$0.70.....	\$1.18.....
		Any of above containers the contents of which do not meet the requirements of pack specified (see paragraph (b) (3)) and cranberries graded and packed in any other container, per pound.	½ cent.....	1 cent.....	2 cents.....	½ cent.....	½ cent.....	½ cent.....	1½ cents.....	1½ cents.....	2½ cents.....

¹ The agents' actual charge (not to exceed the maximum charges under MPR 165) shall be used instead of the mark-ups listed if the total of such actual charges is lower than the mark-up shown.

[Table A amended by Am. 46, Am. 49; Am. 54, 9 F.R. 10777, effective 9-1-44; Am. 59, 9 F.R. 12208, effective 10-6-44; Am. 61, 9 F.R. 12341, effective 10-10-44; and Am. 102, 10 F.R. 5721, effective 5-18-45, except as to peaches shipped from the shipping point and actually sold before that date]

TABLE B—MAXIMUM MARK-UPS FOR DISTRIBUTIVE SERVICES PERFORMED BY CERTAIN SELLERS OTHER THAN GROWER-PACKERS, SHIPPING-POINT DISTRIBUTORS AND THEIR AGENTS TO BE ADDED TO THE APPLICABLE MAXIMUM DELIVERED PRICES (SEE COLUMN 6 OF TABLES IN PARAGRAPH (f))¹

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
Item No.	Commodity	Unit	Sales by carlot distributor ²	Sales by primary receivers in less-than-carlots or less-than-trucklots	Through an auction or ex-car, dock, truck, or terminal sales platform	Ex-store or ex-warehouse	Sales by secondary jobbers in any quantity delivered to premises of the purchaser	Sales by service wholesalers delivered to premises of any retail store, Government procurement agency or institutional buyer within the free delivery zone
							Original container and quantities in excess of 1/2 of original container	Half original container or less
1.	Peaches.	Fruit Box (WPB L-232 No. 35) with a net weight of 16-19 pounds (Items 1, 5, 10 and 11, Table 1). Fruit Box (WPB L-232 No. 36) with a net weight of 19-21 pounds (Item 6, Table 1). Sanger Lug Box (WPB L-232 No. 46) with a net weight of 22-26 pounds (Items 7, 12 and 13, Table 1). Standard Bushel Baskets (Items 2, 18 and 19, Table 1). Standard 1/2 Bushel Baskets (Items 20 and 21, Table 1). Box (WPB L-232 Nos. 35, 36 or 46) with a net weight of less than or more than that specified above for the particular box; bushel baskets and 1/2 bushel baskets, the contents of which do not meet requirements of pack specified for standard containers (see paragraph (b) (3) (i)); all other containers or bulk (loose without containers)—per pound (Items 3, 4, 5, 9, 14-17 and 22-25).	\$0.14..... \$0.17..... \$0.20..... \$0.32..... \$0.16..... 3/10 cent.	\$0.17..... \$0.20..... \$0.24..... \$0.41..... \$0.20..... 1 cent.	\$0.27..... \$0.32..... \$0.38..... \$0.68..... \$0.34..... 1 1/2 cents.	\$0.42..... \$0.49..... \$0.58..... \$1.08..... \$0.54..... 2 1/2 cents.	\$0.42..... \$0.49..... \$0.58..... \$1.08..... \$0.54..... 2 1/2 cents.	2 1/2 cents.
2.	Table grapes.	Revoked.						
3.	Apples.	Standard boxes, bushel (Items 1-11). U. S. Standard barrel (Items 12-22). Above containers, the contents of which do not meet requirements of pack specified for standard containers (see paragraph (b) (3)); apples packed in all other containers; and those sold loose and ungraded in any container, or in bulk—per pound.	\$0.23..... \$0.69..... 1/2 cent.	\$0.29..... \$0.87..... 3/10 cent.	\$0.45..... \$1.35..... 1 cent.	\$0.70..... \$2.10..... 1 1/2 cents.	\$0.70..... \$2.10..... 1 1/2 cents.	1 1/2 cents.
4.	Cranberries.	1/4 bbl. box 24/1 lb. cello bags 3/8 bbl. box 1/2 bbl. box Any of above containers, the contents of which do not meet the requirements of pack specified (see paragraph (b) (3)) and cranberries graded and packed in any other container—per pound.	\$0.35..... \$0.35..... \$0.51..... \$0.60..... 1 1/2 cents.	\$0.44..... \$0.44..... \$0.65..... \$0.75..... 1 1/2 cents.	\$0.71..... \$0.71..... \$1.05..... \$1.23..... 2 1/2 cents.	\$1.11..... \$1.11..... \$1.66..... \$1.94..... 4 1/2 cents.	\$1.11..... \$1.11..... \$1.66..... \$1.94..... 4 1/2 cents.	4 1/2 cents.

¹ A carlot distributor who resells on an f. o. b. basis may add the markup named in Column 4 to the maximum f. o. b. price. (See Column 5 of the applicable table in par. (f).)

² The Column 4 markup may be used only by a person who has purchased the peaches being priced from any person other than a grower or grower-packer selling direct or through a broker, and sells in unbroken carlots or unbroken trucklots. A person who has purchased the peaches being priced from a grower or grower-packer selling direct or through a broker, and sells in unbroken carlots or unbroken trucklots shall use the markups named in the applicable columns in Table A for sales by a "shipping point distributor."

The Column 4 markup may be used only by a person who has purchased the grapes being priced from any person other than a grower or grower-packer selling direct or through a broker, and sells in unbroken carlots or unbroken trucklots. A person who has purchased the grapes being priced from a grower or grower-packer selling direct or through a broker, and sells in unbroken carlots or unbroken trucklots shall use the markups named in the applicable columns in Table A for sales by a "shipping point distributor."

The Column 4 markup may be used only by a person who has purchased the apples being priced from any person other than a grower or grower-packer selling direct or through a broker, and sells in unbroken carlots or unbroken trucklots. A person who has purchased the apples being priced from a grower or grower-packer selling direct or through a broker, and sells in unbroken carlots or unbroken trucklots shall use the markups named in the applicable columns in Table A for sales by a "shipping point distributor."

³ This mark-up applies not only to the sales by primary receivers through auction but also to sales by all persons, other than growers, grower-packers or shipping point distributors, through terminal auctions (see paragraph (m) (3)).

[Table B amended by Am. 46, Am. 49; Am. 54, 9 F.R. 10777, effective 9-1-44; Am. 55, 9 F.R. 10878, effective 9-1-44; Am. 59, 9 F.R. 12208, effective 10-6-44; Am. 61, 9 F.R. 12341, effective 10-10-44; and Am. 102, 10 F.R. 5721, effective 5-18-45, except as to peaches shipped from the shipping point and actually sold before that date]

(h) *Prohibition against certain payments.* No grower, grower-packer, or shipping point distributor shall receive, and no person shall pay to any grower, grower-packer or shipping point distributor, an amount in excess of the applicable maximum price f. o. b. shipping point, if sold f. o. b. or the applicable maximum price for delivered sales, if sold delivered, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), regardless of the type of sale or the type of purchaser and regardless of any existing or future commitment between the buyer and seller. However, this rule does not affect any allowance made (1) to shipping point distributors for sales direct or through agents or (2) to grower-packers for sales through agents; to ultimate consumers; delivered to the premises of retail stores, designated receiving depots of government procurement agencies and institutional buyers.

No person who does not pack and ship the fruit being priced, and who does not regularly operate a packing and shipping plant for that commodity, shall purchase fruit "on the tree" or in bulk at a price, which, after the costs of harvesting, hauling, packing, pre-cooling, and loading have been added, results in a price higher than the maximum f. o. b. shipping point price named in Column 5 of the applicable table in paragraph (f).

Example. Suppose an intermediate seller or a retailer wishes to buy an unharvested

crop of fruit from a grower. The amount which he pays the grower for the fruit plus the cost of harvesting, hauling, packing, pre-cooling and loading may not exceed the maximum price f. o. b. shipping point for fruit in the kind of container in which they are being sold, as set forth in the table for fruit in paragraph (f). If the fruit is purchased already packed, but not pre-cooled or loaded on cars, the price paid for the packed fruit plus the cost of pre-cooling and loading must likewise not exceed the maximum price f. o. b. shipping point for fruit in such containers.

(i) *Sales by growers or grower-packers direct and through brokers, commission merchants or terminal auction.*—(1) *Sales by growers and grower-packers direct.* (1) For direct sales of fruit in any quantity by growers or grower-packers, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)).

(2) *Sales by growers and grower-packers through certain named agents.* (i) For sales of fruit in any quantity by growers or grower-packers through brokers, or sales in carlots or trucklots through commission merchants, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in

paragraph (f)), plus the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which such selling agent may charge under Maximum Price Regulation 165) or the markup named in Column 4 of Table A in paragraph (g), whichever is lower.

(ii) For sales of fruit in less-than-carlots or less-than-trucklots by growers or grower-packers through commission merchants, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which such commission merchant may charge under Maximum Price Regulation 165) or the applicable markup (for ex car or ex store sales, as the case may be, named in Column 5 or 6 of Table A in paragraph (g)), whichever is lower.

(iii) For sales of fruit by growers and grower-packers through a terminal auction, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus (1) the sum of the respective actual commissions or fees charged for the particular sale (not to exceed the maximum allowable commission or fee which the agent of the auction seller and which the auction company may charge under Maximum Price Regulation 165) or the markup named in Column 7 of

Table A in paragraph (g), whichever is lower, and (2) any unloading charges in the terminal market incurred by the seller.

(iv) For sales of fruit by growers or grower-packers delivered directly from the grower's ranch, orchard or place of business at the shipping point in an "original conveyance" owned, or leased, and operated by the sellers (and not furnished, owned or controlled, directly or indirectly by the buyer) to the premises of institutional buyers, designated depots of government procurement agencies or retail stores where resale is made to ultimate consumers, the maximum price in each case is the price named in Column 7 of the applicable table in paragraph (f). The provisions of this subdivision do not apply to sales delivered to retailers' warehouses.

A sale of fruit, delivered directly from the shipping point in an "original conveyance" owned, or leased, and operated by another grower (and not furnished, owned or controlled, directly or indirectly by the buyer), transporting fruit of that grower and the fruit of not more than three other growers, to the premises of institutional buyers, designated depots of government procurement agencies or retail stores where resale is made to ultimate consumers, shall be priced as a sale by a grower "in an original conveyance owned by the grower."

"Original conveyance" means the first conveyance (other than a railroad car) in which the particular goods being priced are loaded for shipment at the country shipping point.

(v) For sales by growers or grower-packers of fruit to ultimate consumers the maximum price in each case is the price named in Column 7 of the applicable table in paragraph (f) multiplied by 1.33. However, such price shall not exceed any applicable community price established by the Office of Price Administration.

"Grower-packer" means a person (including a grower or a grower's cooperative) (1) who grows the fruit being priced, or who has bought the fruit being priced on the tree (tree-run) or in bulk, (2) who sizes, grades, packs or otherwise prepares the fruit being priced for shipment or has it so prepared by others, and (3) who sells the fruit being priced at or from the shipping point on an f. o. b. or delivered basis but does not fit the definition of a "shipping point distributor".

[Above definition amended by Am. 81, 10 F.R. 1540, effective 2-8-45]

"Growers' cooperative" means a non-profit agricultural marketing association, regularly marketing the fruit being priced, which is organized under state law and in conformity with the Capper-Volstead Act.

"Broker" means a person other than a "grower's sales agent" or a "commission merchant" who, for a commission or fee, represents his principal in the sale of the fruit being priced.

"Commission merchant" means a seller's agent, other than a "grower's sales agent" or a "broker", who receives the fruit being priced, and who, for a commission or fee sells it in any quantity in a terminal market or other wholesale receiving point, and who, in the case of less-than-carlot or less-than-trucklot sales, performs the wholesale functions of unloading the fruit from the car or truck in which it is received.

"Commission" or "fee" means the actual charge made by an agent for services performed in connection with the sale of fruit.

"Terminal auction" means a place in a terminal market, open to any seller and to any buyer who has established credit with the "auction company" or who pays cash, where, on the basis of competitive bidding, the fruit being priced is sold in less-than-carlot or less-than-trucklot quantities by persons operating through a public licensed sales organization known as an "auction company", for whose services a fee is charged.

"Ultimate consumer" means a person who buys the fruit being priced for direct consumption. However, as used in this appendix, the term does not include a commercial, industrial or institutional user or government procurement agency.

(j) Provisions applicable to sales by any person (including growers and grower-packers) through growers' sales agents—(1) Sales at shipping points by any person (including growers and grower-packers) through growers' sales agents. (i) For sales of fruit in any quantity at shipping points by any person through growers' sales agents, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), plus the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which the grower's sales agent may charge under Maximum Price Regulation 165) or the markup shown in Column 8 of Table A in paragraph (g), whichever is lower.

(2) Sales at terminal markets or other wholesale receiving points by any persons (including growers and grower-packers) through growers' sales agents. (i) For sales of fruit at terminal markets or other wholesale receiving points by any person through growers' sales agents, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), plus the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which the grower's sales agent may charge under Maximum Price Regulation 165) or the markup named in Column 9 of Table A in paragraph (g), whichever is lower. However, this markup may be taken only by a person selling through a grower's sales agent who regularly maintains sales offices and salaried representatives at terminal markets and other wholesale receiving points. For sales through a grower's sales agent who does not regularly maintain sales offices and salaried representatives at terminal markets and other wholesale receiving points the markup in Column 8 shall apply.

(ii) For sales of fruit at terminal markets or other wholesale receiving points by any person through growers' sales agents who in carlot or trucklot sales use brokers or commission merchants and in less-than-carlot or less-than-trucklot sales use brokers, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), plus the respective actual commissions or fees charged for the particular sale (not to exceed the maximum allowable commissions or fees which the respective agents may charge under Maximum Price Regulation 165) or the markup named in Column 9 of Table A in paragraph (g), whichever is lower.

(iii) For sales of fruit by any person through grower's sales agents who use a terminal auction, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus (1) the sum of the respective actual commissions or fees charged for the particular sale (not to exceed the maximum allowable commissions or fees which the grower's sales agent, the agent of the auction seller and the auction company may charge under Maximum Price Regulation 165) or the markup named in Column 10 of Table A in paragraph (g), whichever is lower, and (2) any unloading charges in the terminal market incurred by the seller.

(iv) For sales of fruit in less-than-carlots or less-than-trucklots by any person through growers' sales agents who use commission merchants, the maximum price in each case is the maximum delivered price in Column 6 of the applicable table in paragraph (f)

plus the sum of the respective actual commissions or fees charged for the particular sale (not to exceed the maximum allowable commissions or fees which the grower's sales agent and the commission merchant may charge under Maximum Price Regulation 165) or the applicable markup (for ex car or ex store sales, as the case may be) named in Columns 11 and 12 of Table A in paragraph (g), whichever is lower.

"Grower's sales agent" means a person (including a growers' cooperative), other than a broker or commission merchant, (1) who is regularly engaged in the business of selling fruit at country shipping points, terminal markets and other wholesale receiving points, and shipping it to terminal markets and other wholesale receiving points, either in person or through salaried representatives, brokers, auctions, or other agents, (2) who receives the fruit being priced from another, (3) who for a commission or fee sells, at shipping points, terminal markets or other wholesale receiving points, the fruit being priced for the account of another, (4) who assumes full financial responsibility for the collection of funds due his principal on all fruit sold by him for the account of his principal, and (5) who handles for his principal all freight traffic problems with respect to the fruit being priced, such as routing, diversion of shipments and collection of claims.

(k) Sales by shipping point distributors—(1) Sales by shipping point distributors at shipping points. For sales of fruit in any quantity at shipping points by shipping point distributors, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), plus the markup named in Column 8 of Table A in paragraph (g).

(2) Sales at terminal markets or other wholesale receiving points by shipping point distributors. (i) For sales of fruit at terminal markets or other wholesale receiving points by shipping point distributors, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), plus the markup named in Column 9 of Table A in paragraph (g). However, this markup may be taken only by a shipping point distributor who regularly maintains sales offices and salaried representatives at terminal markets and other wholesale receiving points. For sales by a shipping point distributor who does not regularly maintain sales offices and salaried representatives at terminal markets and other wholesale receiving points the markup in Column 8 shall apply.

(ii) For sales of fruit at terminal markets or other wholesale receiving points by shipping point distributors, who in carlot or trucklot sales use brokers or commission merchants and in less-than-carlot or less-than-trucklot sales use brokers, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), plus the markup named in Column 9 of Table A in paragraph (g), or the sum of (1) the markup named in Column 8 of Table A in paragraph (g) and (2) the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which such selling agent may charge under Maximum Price Regulation 165), whichever is lower.

(iii) For sales of fruit by shipping point distributors through a terminal auction, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus (1) the markup named in Column 10 of Table A in paragraph (g) or the sum of (i) the markup named in Column 8 of Table A in paragraph (g) and (ii) the respective actual

commissions or fees charged for the particular sale (not to exceed the maximum allowable commission or fee which the agent of the auction seller and which the auction company may charge under Maximum Price Regulation 165), whichever is lower, plus (2) any unloading charges in the terminal market incurred by the seller.

(iv) For sales of fruit in less-than-carlot or less-than-trucklot by shipping point distributors through commission merchants, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus the applicable markup (for ex car or ex store sales, as the case may be) named in Columns 11 and 12 of Table A in paragraph (g) or the sum of (1) the markup named in Column 8 of Table A in paragraph (g) and (2) the actual commission or fee charged for the particular sale (not to exceed the maximum allowable commission or fee which the commission merchant may charge under Maximum Price Regulation 165), whichever is lower.

"Shipping point distributor" means a person who performs all the functions of a grower-packer as to the fruit being priced and (1) who is regularly engaged in the business of selling fruit at country shipping points, terminal markets and other wholesale receiving points, and shipping it to terminal markets and other wholesale receiving points, either in person or through salaried representatives, brokers, auctioneers or other agents and (2) who does not make more than 25% (by volume) of his sales to any one person other than to a government procurement agency during the 1944 season.

[Above definition amended by Am. 81, 10 F.R. 1540, effective 2-8-45]

A person who would be a "shipping point distributor" but for the fact that he does not meet the requirement of (2) is a "grower-packer" and prices accordingly.

(m) *Maximum prices for sales by persons other than growers, grower-packers and shipping point distributors.*—(1) *Sales by carlot or trucklot distributors.* (i) For sales of fruit in unbroken carlots or unbroken trucklots by carlot distributors, the maximum price in each case is the maximum price f. o. b. shipping point or the maximum delivered price, as the case may be (see Column 5 or 6 of the applicable table in paragraph (f)), plus the markup named in Column 4 of Table B in paragraph (g).

"Carlot distributor" means any person who has purchased the fruit being priced from any person other than a grower or grower-packer selling direct or through a broker, and sells in unbroken carlots or unbroken trucklots.

A person who has purchased the fruit being priced from a grower or grower-packer selling direct or through a broker and sells in unbroken carlots or unbroken trucklots shall price as if he were a "shipping point distributor".

(2) *Sales by primary receivers in less-than-carlots or less-than-trucklots.* (i) For sales by primary receivers of fruit ex car, ex truck, ex dock, or ex terminal sales platform, at a terminal market or other wholesale receiving point, the maximum price in each case shall be the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus the markup named in Column 5 of Table B in paragraph (g).

(ii) If a primary receiver breaks a car or truck, unloads the particular fruit being priced into a store or warehouse owned or leased in whole or in part by him, and makes sales ex store or ex warehouse, the maximum price in each case shall be the maximum delivered price named in Column 6 of

the applicable table in paragraph (f) plus the markup named in Column 6 of Table B in paragraph (g). This price does not include delivery charges. If the primary receiver makes delivery, he may also add the amount which the appropriate regional or district office determines to be applicable for deliveries in these cases (see paragraph (r)).

(iii) If a primary receiver makes a delivered sale to the premises of a purchaser within the free delivery zone, without first unloading the particular fruit being priced into a store or warehouse owned or leased in whole or in part by him, the maximum price shall be the maximum price for sales ex car, ex truck, ex dock, or ex terminal sales platform, plus the amount which the appropriate regional or district office determines to be applicable to these sales (see paragraph (r)).

"Primary receiver" means a person, other than a service wholesaler, who for his own account and profit buys the particular fruit being priced, (1) in unbroken carlots or unbroken trucklots from any person, or (ii) in any quantity from a grower, grower-packer or shipping point distributor selling either direct or through any agent (except a commission merchant or auction in less-than-carlots or less-than-trucklots), for resale in less-than-carlots or less-than-trucklots to persons other than ultimate consumers.

[Above definition added by Am. 62, 9 F.R. 12412, effective 10-13-44]

(3) *Sales through terminal auctions.* For sales of fruit through a terminal auction, by persons other than growers, grower-packers, or shipping point distributors, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus (1) the markup named in Column 5 of Table B in paragraph (g) and (2) any unloading charges in the terminal market incurred by the seller.

(4) *Sales by secondary jobbers.* (i) For sales by secondary jobbers of fruit on a "delivered" basis, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus the markup named in Column 7 of Table B in paragraph (g). However, for sales of goods which secondary jobbers have purchased at auction, ex car, dock, truck or terminal sales platform, the maximum price shall be figured by adding, instead of the markup named in Column 7 of Table B, the markup named in Column 5 plus the difference between the markups named in Columns 6 and 7. "Delivered" means delivered to the buyer's premises (in the case of a retailer, delivered to the retail store where resale is made to ultimate consumers) within the free delivery zone.

[Subparagraph (i) amended by Am. 62]

(ii) For sales by secondary jobbers of fruit not on a "delivered" basis, the maximum price in each case is the maximum price for sales on a "delivered" basis less five cents per container for containers under 50 pounds (gross weight), and ten cents per container for containers 50 pounds or more (gross weight), except as these amounts may be changed by the appropriate regional or district office (see paragraph (r)).

"Secondary jobber" means a person other than a retailer who for his own account and profit purchases the particular fruit being priced in less-than-carlots or less-than-trucklots from (i) a primary receiver, or (ii) any person selling through a commission merchant or auction, for resale in any quantity.

[Above definition amended by Am. 62]

(5) *Sales by service wholesalers.* (i) For sales by service wholesalers of fruit on a "delivered" basis, the maximum price in each

case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus the markup named in Column 8 of Table B in paragraph (g). "Delivered" means delivered to the buyer's premises (in the case of a retailer, delivered to the retail store where resale is made to ultimate consumers) within the free delivery zone.

(ii) A service wholesaler, when selling the fruit being priced on a delivered basis in quantities of one-half container or less, may add to the maximum delivered price named in Column 6 of the applicable table in paragraph (f) the markup named in Column 9 of Table B in paragraph (g), but only if he has first offered to sell to the buyer on a full-container basis. This paragraph applies only to sales where the seller breaks the original container received by him and sells no more than half of the quantity in that container.

(iii) For sales by service wholesalers of fruit not on a "delivered" basis, the maximum price in each case is the maximum price for sales on a "delivered" basis less five cents per container under 50 pounds (gross weight), and ten cents per container for containers 50 pounds or more (gross weight), except as these amounts may be changed by the appropriate regional or district office (see paragraph (r)).

"Service wholesaler" means a person who maintains a store or warehouse at which the fruit being priced is received and stored (or warehoused); who maintains at such store or warehouse facilities for cold storage, ripening, sorting, repacking, and other handling of the fruit; who employs salesmen to call on the trade in the city or country points which he services; and who sells the fruit being priced to retail stores, government procurement agencies or institutional buyers.

(6) *Sales by secondary jobbers and service wholesalers delivered outside the free delivery zone.* (i) For sales by secondary jobbers or service wholesalers of fruit delivered to the premises of any purchaser located outside of the free delivery zone, the maximum price in each case is the maximum delivered price named in Column 6 of the applicable table in paragraph (f) plus the applicable markup named in Columns 7, 8 or 9 of Table B in paragraph (g) plus the cost of transportation beyond the free delivery zone, figured at the lowest common or contract carrier rate for available transportation from the seller's place of business to the premises of the purchaser. The amount added for transportation shall not exceed 25 cents per cwt. for the first 25 miles beyond the free delivery zone, and five cents per cwt. for each successive 25 miles, and the total amount may not exceed 50 cents per cwt., except as these amounts may be changed by the appropriate regional or district office (see paragraph (r)).

(n) *Fractions.* In figuring maximum prices, except for sales to ultimate consumers, all fractions shall be carried to the second decimal place of a cent. Any final calculations of total maximum prices applicable to individual sales resulting in a fraction of one-half cent or more shall be adjusted to the next higher cent, and those below one-half cent shall be adjusted to the next lower cent.

(o) [Deleted]

[Paragraph (o) Deleted by Am. 111, 10 F.R. 7343, effective 6-15-45]

(p) *When maximum prices apply.* The applicable maximum price in each case is the maximum price in effect on the date of delivery.

When shipment is by independent carrier and the sale is on an f. o. b. shipping point basis, with the risk of loss on the buyer for any part of the transit prior to physical de-

livery to him, the date of delivery is the date when the goods are loaded on the carrier ready for shipment. When shipment is by independent carrier and the sale is on a delivered basis, with the risk of loss on the seller for the entire transit prior to physical delivery to the buyer, the date of delivery is the date when the goods are physically delivered by the carrier to the buyer.

(q) *Sales of futures.* In the case of futures, no "advance" (that is, payment prior to delivery) shall, when added to any previous advances, exceed either the maximum price in effect on the date of delivery or the maximum price in effect on the date of the payment.

"Sales of futures" means sales of goods for delivery at a future date beyond the normal time after sale necessary for transit.

(r) *Adjustments by regional and district offices.* For fruit, the Regional Directors of the Office of Price Administration, and such district officers as they in turn may authorize, are authorized:

[Above paragraph amended by Am. 55, 9 F.R. 10878, effective 9-1-44]

(1) To determine the limits of the free delivery zone at any wholesale receiving point located within its jurisdiction and to adjust upwards or downwards the allowances for sales by secondary jobbers and service wholesalers on a non-delivered basis and to adjust upwards or downwards the allowances for transportation beyond the free delivery zones, at the lowest rates for customary and generally available means of transportation.

(2) To determine and publish orders naming the amounts which primary receivers may add, for deliveries made within the free delivery zone at wholesale receiving points, to the maximum price otherwise applicable; and to determine and publish orders naming the amounts which primary receivers may add, for deliveries beyond the free delivery zone, to the maximum prices otherwise applicable. These amounts shall be figured at the lowest rates for customary and generally available means of transportation.

(3) To adjust upwards or downwards the maximum markups named for sales through commission merchants in less-than-carlots or less-than-trucklots ex car, ex truck, ex dock, or terminal sales platform. However, any upward adjustment that is made under this paragraph shall not exceed the maximum markup named for such sales through a commission merchant in less-than-carlots or less-than-trucklots ex store or ex warehouse.

(4) To adjust upwards or downwards the maximum markups named for sales by primary receivers ex car, ex truck, ex dock, or ex terminal sales platform or through a terminal auction. However, any upward adjustment that is made under this paragraph shall not exceed the maximum markup named for sales by primary receivers ex store or ex warehouse.

(s) *Record keeping and notification requirements.* Every sale by any person to any buyer other than an ultimate consumer shall be accompanied by a notification in writing showing the date of the sale, the names and addresses of the seller and the buyer, an adequate description of the commodity sold, including the quantity, unit of sale and the total price charged. When the total price includes charges for brokerage, commission, freight, trucking, protective services or any other charge or fee recognized by this appendix, the notice shall set forth the nature and amount of each of such charges, except insofar as the giving of such information is inconsistent with state law.

[Former subparagraph (r) (5) redesignated (s) by Am. 47, 9 F.R. 9512, effective 8-3-44]

[Appendix K added by Am. 39, 9 F.R. 7759, effective 7-15-44, except for peaches shipped from shipping point and actually sold before 7-15-44, and except for peaches shipped (whether sold or unsold) before 7-10-44]

(t) [Deleted]

[Paragraph (t) added by Am. 56, 9 F.R. 11350, effective 9-13-44; amended by Am. 60, 9 F.R. 12340, effective 10-9-44; and deleted by Am. 73, 9 F.R. 13995, effective 11-23-44]

This regulation shall become effective July 10, 1943 as to Appendix C of Article III, section 15, and on July 20, 1943 as to Articles I through III except Appendix C of Article III, section 15.

[Effective date provisions amended by Am. 1, 8 F.R. 9568, effective 7-10-43]

[Effective dates of amendments are shown in notes following the parts affected.]

NOTE: All reporting and record-keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 16th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11571; Filed, June 29, 1945; 11:49 a. m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 426, Amdt. 120]

FRESH FRUITS AND VEGETABLES FOR TABLE USE, SALES EXCEPT AT RETAIL

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.

In Appendix H, Table 7 (Maximum Prices for Cucumbers), footnote reference 6 is deleted from Items 15 and 16 and added to the heading of Column 5 and footnote 6 is amended to read as follows:

"The Column 5 price for hothouse cucumbers in any container shall be 12.8 cents per pound during July 1945.

This amendment shall become effective at 12:01 a. m. June 29, 1945.

Issued this 28th day of June 1945.

CHESTER BOWLES,
Administrator.

Approved: June 27, 1945.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 45-11518; Filed, June 28, 1945; 4:03 p. m.]

PART 1418—TERRITORIES AND POSSESSIONS [RMPR 373, Amdt. 5]

FOREST PRODUCTS IN TERRITORY OF HAWAII

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith,

has been filed with the Division of the Federal Register.

Revised Maximum Price Regulation 373 is amended in the following respects:

1. Section 50 (a) is amended by adding after the item "Western Red Cedar—MPR 402," the item "Pressure Preservative Treatment of Forest Products and Pressure Treated Forest Products—MPR 491, as amended."

2. Section 50 (j) is amended to read as follows:

(j) *What the invoice must contain.* Upon the completion of each transaction, the seller must deliver to the purchaser an invoice which must contain a sufficiently complete description of the lumber to show whether or not the price is proper, i. e. grade, quantity, size, condition of dressing, pattern, species, and any other extras or specifications which affect the maximum price. The amount added for each specification or extra does not have to be separately shown except in those cases where the provisions permitting the addition expressly require it. Where the invoice does not specify the amount of each grade shipped or delivered, the maximum price of the lowest grade in the shipment shall apply to the whole order.

In addition to the foregoing, the invoice must show the applicable maximum price as provided for in this section and also the price received, paid or charged.

This amendment shall become effective as of June 15, 1945.

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11568; Filed, June 29, 1945; 11:48 a. m.]

PART 1418—TERRITORIES AND POSSESSIONS [RMPR 395¹, Amdt. 3]

CHARCOAL AND SHELL EGGS IN VIRGIN ISLANDS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Revised Maximum Price Regulation 395 is amended in the following respects:

1. The Table set forth under section 13 (c) (5) "Units of Measurements" is amended as follows: The figure in the Bushels column of "8.2" is changed to read "3.2."

2. Article IV, section 14, Table II, is revised in the following respects: Paragraph (a) is revised to read as follows, and subparagraph (a) (1) is deleted:

Sec. 14, Table II: *Maximum prices for shell eggs.* (a) Maximum prices for locally produced eggs in the Virgin Islands of the United States:

¹ 8 F.R. 5941, 6946.

	Municipality of St. Croix			Municipality of St. Thomas and St. John		
	Sales at wholesale	Sales at retail per dozen	Sales at retail less than dozen	Sales at wholesale	Sales at retail per dozen	Sales at retail less than dozen
A.....	(2)	\$0.78	\$0.07 for 1..... \$0.13 for 2.....	(2)	\$0.78	\$0.07 for 1..... \$0.13 for 2.....
B.....	(2)	.65	\$0.06 for 1..... \$0.11 for 2.....	(2)	.65	\$0.06 for 1..... \$0.11 for 2.....
C (Pullet).....	(2)	.52	\$0.05 for 1..... \$0.09 for 2.....	(2)	.52	\$0.05 for 1..... \$0.09 for 2.....
Select.....	(2)	.90	\$0.08 for 1..... \$0.15 for 2.....	(2)	.90	\$0.08 for 1..... \$0.15 for 2.....
Ungraded.....	(2)	.65	\$0.06 for 1..... \$0.11 for 2.....	(2)	.65	\$0.06 for 1..... \$0.11 for 2.....

¹ The wholesale price is subject to agreement between buyer and seller, but in no event may the price exceed the maximum retail price for the grade.

This amendment shall become effective as of May 28, 1945.

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11577; Filed, June 29, 1945;
11:52 a. m.]

Chapter XIII—Petroleum Administration for War

PART 1541—MANUFACTURING ASPHALT

[Petroleum Directive 80 as Amended June 30, 1945]

The most effective utilization of transportation requires that the number of grades of asphalt be limited to the minimum necessary to fulfill essential civilian and war demands, contributing thereby to the best use of the transportation and storage facilities available for asphalt; and the following directive is deemed necessary and appropriate to promote the national defense, and to provide adequate supplies of petroleum for military and other essential uses:

§ 1541.1 *Petroleum Directive No. 80 as amended June 30, 1945*—(a) *Manufacture of asphalt.* No asphalt or asphaltic products for paving purposes or dust palliatives other than the grades specified in paragraph (b) shall be manufactured after the effective date of this directive.

(b) *Grades of asphalt.* The grades of asphalt and asphaltic products for paving purposes which may be manufactured after the effective date of this directive are:

Asphalt cements. Penetration Ranges—50-60, 60-70, 70-85, 85-100, 100-120, 120-150, 150-200, 200-300.

Federal specifications—SS-A-706b (November 10, 1943) and SS-R-406a (April 25, 1942).
Medium curing cutback asphalts. MC-1, MC-2, MC-3, MC-4, MC-5.

Federal specifications—SS-A-671a (June 20, 1941) and SS-R-406a (April 25, 1942).

Rapid curing cutback asphalts. RC-1, RC-2, RC-3, RC-4, RC-5.

Federal specifications—SS-A-671a (June 20, 1941) and SS-R-406a (April 25, 1942).

Emulsified asphalts. Any grade manufactured from base stocks provided for in this directive.

(c) *Special provisions.* (1) At the option of the purchaser, the Oliensis Spot

¹ At purchaser's option, penetration may be 200-250, or 250-300.

Test, A. A. S. H. O. designation T102-38 may be required in addition to Federal specifications only for asphalt for use on surfaces on which aircraft travel. For all other surfaces, at the option of the purchaser, the Heptane-Xylene Equivalent Spot Test, A. A. S. H. O. designation T102-42, using 35% Xylene and 65% normal Heptane may be required in addition to Federal specifications.

(2) Except as provided in paragraph (c) (1), no refiner or processor of asphalt and asphaltic products for paving purposes shall be required to meet any material test not provided for in the Federal specifications.

(d) *Exceptions.* (1) Crack filler, joint filler, cold patch, lump or powdered asphalt, center striping paint, and zone marking paint are excepted from the restrictions of this directive.

(2) Flux oil may be manufactured only when such flux oil is to be used in connection with natural rock asphalt or is to be used with lump or powdered asphalt exclusively for plant mix paving mixtures.

(e) *Communications.* All communications concerning this directive shall, unless otherwise directed, be addressed to: The Director of Refining, Petroleum Administration for War, the Interior Building, Washington 25, D. C. Ref: Petroleum Directive No. 80.

(f) *Area of applicability.* This directive shall apply to the Continental United States.

This directive shall become effective as of the 30th day of June, 1945.

(E.O. 9276, 7 F.R. 10091; E.O. 9319, 8 F.R. 3687)

Issued June 30, 1945.

RALPH K. DAVIES,
Deputy Petroleum Administrator
for War.

[F. R. Doc. 45-11511; Filed, June 28, 1945;
1:51 p. m.]

Chapter XVIII—Office of Economic Stabilization

[OES Reg. 1, Amdt. 1]

PART 4002—REGULATIONS ON GRADING AND GRADE LABELING

GRADING AND GRADE LABELING OF MEATS

A statement of the reasons involved in the issuance of this amendment has been issued simultaneously herewith and

filed with the Division of the Federal Register.

Office of Economic Stabilization Regulation No. 1 is amended in the following respects:

1. Section 4002.2 (c) (3) (ii) is amended and subdivisions (iii) and (iv) are added to read as follows:

(ii) If the slaughterer is a farm slaughterer, he shall not be required to have beef or veal produced from animals slaughtered by him or custom slaughtered for him, graded by an official grader of the United States Department of Agriculture. Such beef or veal as is sold by the farm slaughterer shall be graded by him in accordance with the requirements of paragraphs (a), (b), (c) (1) and (c) (2) of this section.

(iii) Notwithstanding any other provision of this paragraph (c), if a farm slaughterer delivers beef or veal to a commercial freezer or locker plant, such beef or veal shall not be broken by the operator thereof, unless graded and grade stamped in accordance with the requirements of paragraphs (a), (b), (c), (1) and (c) (2), hereof. Such beef or veal broken by such operator shall be graded and grade stamped either by the owner of the beef or veal or by the operator of the commercial freezer or locker plant with the consent of the owner.

(iv) "Farm slaughterer" as used in this paragraph (c) means a person operating a Class 3 slaughtering establishment, defined in Section 21 of Control Order 1, "Livestock Slaughter and Meat Distribution", issued April 25, 1945, to mean any place, other than a Class 1 slaughtering establishment, at which a person slaughters cattle, calves, sheep, lambs or swine and from which he sold or transferred during any consecutive 12 month period from January 1, 1944, to March 31, 1945, inclusive, not more than 6,000 pounds of meat which he, as the resident operator of a farm, slaughtered on that farm (or had custom slaughtered for him).

2. Section 4002.3 (c) is redesignated (c) (1) and is amended to read as follows:

(1) If the slaughterer is a farm slaughterer, he shall not be required to have lamb or mutton produced from animals slaughtered by him or custom slaughtered for him, graded by an official grader of the United States Department of Agriculture. Such lamb or mutton as is sold by the farm slaughterer shall be graded by him in accordance with the requirements of paragraph (a) of this section.

3. Subparagraphs (2) and (3) are added to § 4002.3 (c) to read as follows:

(2) Notwithstanding any other provision of this paragraph (c), if a farm slaughterer delivers lamb or mutton to a commercial freezer or locker plant, such lamb or mutton shall not be broken by the operator thereof, unless graded and grade stamped in accordance with the requirements of paragraph (a) hereof. Such lamb or mutton broken by such operator shall be graded and grade stamped either by the owner of the lamb or mutton or by the operator of the

commercial freezer or locker plant with the consent of the owner.

(3) "Farm slaughterer" as used in this paragraph (c) means a person operating a Class 3 slaughtering establishment, defined in Section 21 of Control Order 1, "Livestock Slaughter and Meat Distribution", issued April 25, 1945, to mean any place, other than a Class 1 slaughtering establishment, at which a person slaughters cattle, calves, sheep, lambs or swine and from which he sold or transferred during any consecutive 12 month period from January 1, 1944, to March 31, 1945, inclusive, not more than 6,000 pounds of meat which he, as the resident operator of a farm, slaughtered on that farm (or had custom slaughtered for him.)

(E.O. 9250 and E.O. 9328, 3 CFR, Cum. Supp. pp. 1213, 1267)

Issued and effective this 28th day of June, 1945.

WILLIAM H. DAVIS,
Economic Stabilization Director.

[F. R. Doc. 45-11533; Filed, June 28, 1945;
4:22 p. m.]

[Dir. 60]

PART 4004—PRICE STABILIZATION: MAXIMUM PRICES

CANNED VEGETABLES; 1945

The War Food Administrator and the Price Administrator having submitted to me information with respect to payment of subsidies on the sale of the 1945 pack of certain canned vegetables and vegetable products and on the utilization of certain canned vegetable products of the 1945 pack and with respect to the establishment of maximum prices for the 1945 pack of such commodities, I do hereby find that the measures hereinafter authorized and directed to be taken by the War Food Administration and the Office of Price Administration will effectuate the purpose of the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328.

(1) The Office of Price Administration is hereby authorized and directed:

(a) Subject to paragraph (1) (b), below, to maintain or establish maximum prices for sales to purchasers other than Government procurement agencies of the 1945 pack of canned green peas, snap beans, sweet corn, tomatoes, tomato juice, tomato catsup, tomato paste, tomato puree, tomato sauces, tomato cocktail, tomato juice contained in mixed vegetable juices, tomato soup, and green pea soup approximately at the levels of maximum prices maintained or established for similar sales of such commodities in 1944, subject to any revision that may be authorized by this Office.

(b) In establishing maximum prices for sales to purchasers other than government procurement agencies of the 1945 pack of canned snap beans and canned green peas, to reflect the differ-

ences by area between the applicable 1944 grower support prices for snap beans and green peas and the applicable 1945 grower support prices specified in Schedule A (attached hereto and by this reference made a part hereof), where such difference in support prices is of a local nature and where the reflection of such difference in maximum prices will not affect the 1944 national level of maximum prices. Where the reflection of such differences by area would have the effect of changing the national level of price from the 1944 average, the national rate of subsidy payments shall be adjusted accordingly; and

(c) To establish maximum prices for sales to government procurement agencies, of the 1945 pack of canned green peas, snap beans, sweet corn, tomatoes, tomato juice, tomato catsup, tomato paste, tomato puree, tomato sauces, tomato cocktail and tomato juice contained in mixed vegetable juices, which are computed on the basis of the applicable estimated weighted average of 1945 grower support prices specified in Schedule A; and

(d) To establish maximum prices for all other canned products covered as to the 1944 pack by Supplement 7 to Food Products Regulation No. 1, produced wholly or in part from the four major vegetables, which are computed on the basis of the applicable estimated weighted average of 1945 grower support prices specified in Schedule A.

(2) The War Food Administration is hereby authorized and directed, by the use of Commodity Credit Corporation funds, to make subsidy payments to canners on the rate basis applicable to the 1944 pack with respect to (a) eligible sales to purchasers other than government procurement agencies consummated between May 1, 1945, and June 30, 1946, or such later date as the War Food Administration may hereinafter specify, both dates inclusive, of canned green peas, snap beans, sweet corn, tomatoes, tomato juice, tomato catsup, tomato paste, tomato puree, tomato sauces, tomato cocktail, tomato juice contained in canned mixed vegetable juices, tomato soup, and green pea soup, produced during the period May 1, 1945, to December 31, 1945, both dates inclusive, except that with respect to canned snap beans the terminal date of production shall be February 28, 1946, inclusive, and (b) utilization, by the canner thereof, of bulk or canned tomato puree, tomato paste and tomato sauces produced during the period May 1, 1945, to December 31, 1945, both dates inclusive, in the production, during the aforesaid period of eligible sales, of any other canned food product also actually produced by him.

(E.O. 9250 and E.O. 9328, 3 CFR, Cum. Supp. pp. 1213, 1267)

Issued and effective this 27th day of June 1945.

WILLIAM H. DAVIS,
Economic Stabilization Director.

SCHEDULE A
GREEN PEAS FOR CANNING: ESTIMATED WEIGHTED
AVERAGE OF 1945 GROWER SUPPORT PRICES

State or district	Prices ¹ (Dollars per ton)
Delaware, Maryland	91.00
New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, and Pennsylvania	90.50
Virginia	89.50
Washington, western ²	89.00
Maine	88.50
New York	88.00
New Jersey, Iowa (except southwest Iowa), West Virginia, North Carolina, Kentucky, and Tennessee	86.00
Illinois and Southeast Wisconsin	85.00
Minnesota, Northwest Wisconsin, Alabama, Florida, Georgia, Louisiana, Mississippi, and South Carolina	82.50
Arkansas	81.00
Ohio	80.50
Oregon (except Malheur County), Washington (other than western, ³ and northern Idaho ³)	79.00
Michigan, Texas, Utah, and Southeast Idaho	78.50
Indiana, Southwest Idaho, Malheur County in Oregon	77.50
Missouri, Southwest Iowa, Nebraska, Oklahoma, Kansas	76.50
Arizona and Nevada	76.00
California, Colorado, and Montana	74.00
South Dakota and North Dakota	73.50
Wyoming	73.00
New Mexico	71.00

¹ Price basis: Delivered at canneries or to customary assembly points.

² Western Washington: Whatcom, Skagit, Snohomish, King, Pierce, Lewis, Skamania, Cowlitz, Clark, Wahkaikum, Pacific, Thurston, Grays Harbor, Mason, Kitsap, Jefferson, Clallam, Island, and San Juan Counties.

³ Boundary, Bonner, Kootenai, Shoshone, Benewah, Latah, Nez Perce, Clearwater, Lewis, and Idaho Counties.

SNAP BEANS FOR CANNING: ESTIMATED WEIGHTED
AVERAGE OF 1945 GROWER SUPPORT PRICES

State or district	Prices ¹ (dollars per ton)
Maine, Vermont, New Hampshire, Rhode Island, Massachusetts, and Connecticut	\$90.00
New York	101.80
Maryland, Delaware, Virginia, West Virginia, and Pennsylvania, and New Jersey	90.59
Tennessee, Kentucky, North Carolina, South Carolina, Georgia, Mississippi, Louisiana, Alabama	80.17
Florida	80.00
Arkansas, Oklahoma, Missouri, Kansas	80.15
Texas	81.40
Wisconsin, Michigan, Indiana, Illinois, Ohio, Iowa, Nebraska, North Dakota, South Dakota, Minnesota	84.89
Colorado, Utah, Idaho, Wyoming, New Mexico, Nevada, Montana, and Arizona:	
Pole	110.00
Bush	80.00
Oregon, Washington, California	110.00

SWEET CORN FOR CANNING: ESTIMATED WEIGHTED
AVERAGE OF 1945 GROWER SUPPORT PRICES

State or district	Prices ¹ (dollars per ton)
Maine and New Hampshire	\$28.00
Vermont	22.00
New York and New Jersey	19.00
Pennsylvania	19.00

¹ Price basis: Delivered at canneries or to customary assembly points.

SWEET CORN FOR CANNING: ESTIMATED WEIGHTED
AVERAGE OF 1945 GROWER SUPPORT PRICES—
continued

State or district	Prices ¹ (dollars per ton)
Delaware, Maryland and Virginia.....	\$19.00
Illinois, Indiana & C. & E. Iowa ²	19.00
Michigan, Ohio, Wisconsin, Minne- sota, and Missouri.....	17.00
Washington, Oregon and N. W. Utah ³	23.00
N. and S. W. Idaho ⁴	23.00
Wyoming, Colorado, and Montana.....	17.00
All other states and counties.....	17.00

¹ Price basis: Delivered at canneries or to customary assembly points.

² The area in Iowa bounded with the following counties: Clayton, Fayette, Bremer, Butler, Franklin, Wright, Humboldt, Pocahontas, Buena Vista, Sac, Calhoun, Webster, Boone, Dallas, Madison, Union, and Ringgold.

³ N. W. Utah: Box Elder, Cache, Davis, Morgan, Salt Lake, Utah, and Weber Counties.

⁴ N. Idaho: Boundary, Bonner, Kootenai, Shoshone, Benewah, Latah, Nez Perce, Clearwater, Lewis, and Idaho Counties; S. W. Idaho: Adams, Valley, Washington, Payette, Gem, Canyon, Boise, Elmore, Ada, Owyhee, Camas, Gooding, Lincoln, Jerome, Minidoka, Twin Falls, and Cassia Counties.

TOMATOES FOR CANNING: ESTIMATED WEIGHTED
AVERAGE OF 1945 GROWER SUPPORT PRICES

State or district	Prices ¹ (dollars per ton)
California, S. ²	27.00
Italian.....	27.00
California, Other than S.....	25.00
Italian.....	27.00
Oregon, Washington, and N. & S. W. Idaho ³	26.00
Idaho (Other than N. & S. W.), Mont- tana, Utah, Nevada, Arizona, New Mexico, Colorado, Wyoming, Kansas, Nebraska, South Dakota, North Da- kota, Minnesota, Iowa, Missouri, Illi- nois, Wisconsin, Indiana, Michigan, Ohio, and Massachusetts.....	24.00
Texas, Oklahoma, Arkansas, Louisiana, Mississippi, Alabama, Georgia, Flori- da, South Carolina, Kentucky, Ten- nessee and North Carolina.....	24.00
New Jersey.....	29.00
Rhode Island, Connecticut, and New York, S. E. ⁴	28.00
New York, Other than S. E., Maine, New Hampshire, and Vermont.....	25.00
Pennsylvania, N. ⁵	25.00
Pennsylvania, Other than N.....	27.00
Delaware.....	28.00
Maryland, Washington, Allegany, and Garrett Counties.....	27.00
Maryland (Remainder of State).....	28.00
Virginia, Accomack, and Northampton Counties.....	28.00
Virginia, Mainland.....	27.00
West Virginia.....	27.00

¹ Price Basis: Delivered at canneries or to customary assembly points.

² Santa Barbara, Ventura, Los Angeles, San Bernardino, Orange, Riverside, San Diego, and Imperial Counties.

³ Boundary, Bonner, Kootenai, Shoshone, Benewah, Latah, Nez Perce, Clearwater, Lewis, Idaho, Adams, Valley, Washington, Payette, Gem, Canyon, Boise, Elmore, Ada, Owyhee, Camas, Gooding, Lincoln, Jerome, Minidoka, Twin Falls, and Cassia Counties.

⁴ Green, Columbia, Ulster, Dutchess, Putnam, Westchester, Rockland, Orange, Albany, and Rensselaer Counties and all of Long Island.

⁵ Erie, Crawford, Mercer, Venango, Forest, Warren, McKean, Potter, Tioga, Bradford, Wayne, and Susquehanna Counties.

[F. R. Doc. 45-11531; Filed, June 28, 1945;
4:22 p. m.]

[Dir. 61]

PART 4004—PRICE STABILIZATION: MAXI-
MUM PRICES

FROZEN VEGETABLES—1945

The War Food Administrator and the Price Administrator having submitted to me information with respect to the payment of subsidies on the sale of the 1945 pack of certain frozen vegetables and with respect to the establishment of maximum prices for the 1945 pack of such commodities, I do hereby find that the measures hereinafter authorized and directed to be taken by the War Food Administration and the Office of Price Administration will effectuate the purposes of the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328.

(1) The Office of Price Administration is hereby authorized and directed:

(a) To establish for sales to purchasers other than government procurement agencies maximum prices for the 1945 pack of frozen snap beans, frozen sweet corn, frozen green peas, and frozen mixed vegetables containing one or more of these three vegetables, which are computed on the basis of applicable resale prices of the 1943 purchase and resale program of the Commodity Credit Corporation; and

(b) To establish for sales to government procurement agencies maximum prices for the 1945 pack of frozen snap beans, frozen sweet corn, frozen green peas, and frozen mixed vegetables containing one or more of these three vegetables, which are computed on the basis of the applicable 1945 designated area average prices specified in Schedule A (attached hereto and by this reference made a part hereof) or the weighted average of the applicable actual prices paid by the respective freezer for snap beans, sweet corn, and green peas for freezing, whichever is the lesser.

(2) The War Food Administration is hereby authorized and directed to make subsidy payments, out of funds of the Commodity Credit Corporation, on frozen snap beans, frozen sweet corn, frozen green peas, and frozen mixed vegetables containing one or more of these three vegetables, produced during the period May 1, 1945 thru December 31, 1945 (except that with respect to frozen snap beans and frozen mixed vegetables containing snap beans, the terminal date of production shall be February 28, 1946, inclusive), and eligibly sold to purchasers other than Government procurement agencies during the period May 1, 1945 thru June 30, 1946 (or such later date as the War Food Administration may specify). Rates of payment shall be based upon the amount, in each case, by which the applicable 1945 designated area average price specified in Schedule A, or the weighted average of the actual price paid by the respective freezer for snap beans, sweet corn, or green peas, whichever is the lesser, exceeds the applicable 1943 resale price of the Commodity Credit Corporation. With respect to the afore-said actual prices paid, prices in excess of the applicable designated area average

price shall be computed in an amount equal to such designated price.

(E.O. 9250 and E.O. 9328, 3 CFR, Cum. Supp. pp. 1213, 1267)

Issued and effective this 27th day of June 1945.

WILLIAM H. DAVIS,
Economic Stabilization Director.

SCHEDULE A—DESIGNATED AREA AVERAGE PRICES,
SPECIFIED VEGETABLES FOR FREEZING FOR 1945

Commodity	State or Area	Dollars per ton
Beans, snap....	New Jersey.....	125.50
	California, Oregon, Washing- ton.....	110.00
	Arkansas.....	105.00
	New York.....	100.00
	Delaware, Maryland, Vir- ginia, and Pennsylvania.....	92.50
	Maine, New Hampshire, Ver- mont, Massachusetts, Rhode Island, Connecticut.....	90.00
	Minnesota, Wisconsin, Mich- igan, Illinois, Indiana, Iowa, Ohio and Nebraska.....	83.00
	All other States.....	80.00
	Maine and New Hampshire.....	28.00
	Washington, Oregon, Utah and Idaho.....	23.00
Corn, sweet....	Vermont.....	22.00
	New York.....	21.00
	Pennsylvania, New Jersey, Delaware, Maryland, Vir- ginia, Indiana, Illinois, and central and eastern Iowa.....	19.50
	Michigan, Ohio, Wisconsin, Minnesota, and Missouri.....	17.50
	All other States and areas.....	17.50
	New Jersey.....	111.00
	Oregon, western.....	98.00
	Delaware and Maryland.....	91.00
	Pennsylvania, New Hamp- shire, Vermont, Massa- chusetts, Rhode Island, and Connecticut.....	90.50
	Virginia.....	89.50
Peas, green....	Washington (western) ² and Idaho.....	89.00
	Maine and Utah.....	88.50
	New York.....	88.50
	Iowa other than southwest- ern, ⁴ West Virginia, North Carolina, Kentucky, and Tennessee.....	86.00
	Illinois, and Wisconsin (south- eastern) ⁵	85.00
	Minnesota, Wisconsin (north- western), ⁶ Alabama, Flori- da, Georgia, Louisiana, Mississippi, and South Car- olina.....	82.50
	Arkansas.....	81.00
	Ohio.....	80.50
	Washington other than west- ern, ² and Oregon, other than western, ³ (except Mal- heur County).....	79.00
	Michigan and Texas.....	78.50
	Indiana and Oregon (Mal- heur County).....	77.50
	Missouri, Iowa (southwest- ern), ⁴ Nebraska, Oklahoma, and Kansas.....	76.50
	Arizona and Nevada.....	76.00
	California, Colorado, and Montana.....	74.00
	North Dakota and South Dakota.....	73.50
	Wyoming.....	73.00
	New Mexico.....	71.00

¹ Central and eastern Iowa: The area bounded by, included in, and to the southeast of Clayton, Fayette, Bremer, Butler, Franklin, Wright, Humboldt, Pocahontas, Buena Vista, Sac, Calhoun, Webster, Boone, Dallas, Madison, Union, Ringold Counties.

² Western Oregon: Counties west of and including Wasco, Marion, Linn, Lane, Douglas and Jackson.

³ Western Washington: Whatcom, Skagit, Snohomish, King, Pierce, Lewis, Skamania, Cowlitz, Clark, Wahkiakum, Pacific, Thurston, Grays Harbor, Mason, Kitsap, Jefferson, Clallum, Island and San Juan Counties.

⁴ Southwestern Iowa: Mills, Fremont and Page Counties.

⁵ Southeastern Wisconsin: All counties south and east of and including the Counties of Marinette, Oconto, Shawano, Waupaca, Waushara, Adams, Juneau, Sauk, Richland and Crawford.

⁶ Northwestern Wisconsin: All counties north and west of those listed in 5.

[F. R. Doc. 45-11532; Filed, June 28, 1945;
4:22 p. m.]

Chapter XIX—Defense Supplies Corporation

[Rev. Reg. 3, Amdt. 3]

PART 7003—LIVESTOCK SLAUGHTER PAYMENTS

MISCELLANEOUS AMENDMENTS

1. Section 7003.5 is amended to read as follows:

§ 7003.5 *Rates of payment*—(a) *Calves, sheep and hogs.* Defense Supplies Corporation will make payment on approved basic claims for calves, sheep, lambs, hogs and pigs at the following rates:

	Cents a pound
Calves.....	1.1
Sheep and lambs.....	.95
Hogs and pigs.....	1.3

(b) *Ungraded cattle of small slaughterers.* Defense Supplies Corporation will make payment on approved basic claims for cattle which do not report cattle by grades, from applicants who are not required to report cost of cattle, at the rate of one and one-tenth cents (\$.011) a pound.

(c) *Ungraded cattle of large slaughterers.* Defense Supplies Corporation will make payment on approved basic claims for cattle which do not report cattle by grades, of applicants who are required to report cost of cattle, at the rate of one-half of one cent (\$.005) a pound. This applies only to applicants who come under Section 7003.7 (a) (3).

(d) *Government graded cattle.* Defense Supplies Corporation will make payment on approved basic claims for cattle which report cattle by grades as graded by an official grader of the United States Department of Agriculture, at the following separate grade rates:

(1) *Ineligibles for extra compensation.* On claims reporting cost of cattle of applicants who are not eligible under § 7003.2 (b) for extra compensation for the same accounting period:

	Cents a pound
AA or choice.....	2.75
A or good.....	2.70
B, commercial or medium.....	1.65
C, utility or common.....	1.00
D, or cutter and canner.....	1.00
Bulls of cutter and canner grade.....	1.00

(2) *Eligibles for extra compensation.* On claims reporting cost of cattle of applicants who are eligible under § 7003.2 (b) for extra compensation for the same accounting period:

	Cents a pound
AA or choice.....	2.25
A or good.....	2.20
B, commercial or medium.....	1.15
C, utility or common.....	.50
D, or cutter & canner.....	.50
Bulls of cutter and canner grade.....	.50

(3) *Feeders and club cattle.* On claims of all applicants filed under § 7003.7 (d) (1) which do not report cost of cattle:

	Cents a pound
AA or choice.....	2.00
A or good.....	1.95
B, commercial or medium.....	.90
C, utility or common.....	.50
D, or cutter & canner.....	.50
Bulls of cutter and canner grade.....	.50

(e) *Self-graded cattle.* Defense Supplies Corporation will make payment on approved basic claims for cattle which report cattle by grades as graded by the applicant's own graders, if the applicant has an exemption to grade his own beef, at the applicable separate grade rates set out above in paragraph (d) of this section, but the total amount of the claim before deductions on account of cost of cattle under § 7003.6 (b) shall not exceed the total number of pounds, live weight (less condemnations), of cattle slaughtered, multiplied by the following maxima:

(1) *Ineligibles for extra compensation.* One and sixty-five hundredths cents (\$.0165) on claims reporting cost of cattle of applicants who are not eligible under § 7003.2 (b) for extra compensation for the same accounting period.

(2) *Eligibles for extra compensation.* One and three-tenths cents (\$.013) on claims reporting cost of cattle of applicants who are eligible under § 7003.2 (b) for extra compensation for the same accounting period.

(3) *Feeders and club cattle.* One and three-tenths cents (\$.013) on claims filed under § 7003.7 (d) (1) which do not report cost of cattle.

(f) *Extra compensation.* Defense Supplies Corporation will make payment on approved claims for extra compensation at the rate of eight-tenths of one cent (\$.008) a pound.

2. Section 7003.6 is amended to read as follows:

§ 7003.6 *Amount of payment*—(a) *Base of payment.* (1) No payments will be made on the live weight equivalent of the applicant's production of condemned meat. The applicant shall reduce the live weight of his livestock slaughter by the actual or equivalent live weight of the livestock which produced the condemned meat, and reduce the dressed weight of beef reported by grades by the actual or equivalent dressed weight of the condemned carcasses.

(2) If beef is reported by grades, payment will be made at the separate grade rates on the total amount of actual live weight of cattle slaughtered in all grades, distributed among the grades in the same proportion as the calculated live weight in each grade. The calculated live weight in each grade shall be that computed in accordance with § 7003.8 (b).

(b) *Deductions.* (1) Deductions will be made from all claims of an applicant on account of under or overpayment for cattle in accordance with § 7003.8.

(2) Deductions will be made from all basic claims reporting cost of cattle in accordance with § 7003.7 (c), of two-thirds of the dollar amount by which the total cost of cattle on the claim is below the maximum permissible cost; this deduction shall not exceed two-thirds of the difference between the maximum and minimum permissible costs.

(c) *Maximum base of payment.* Payments will not be made on claims covering accounting periods beginning on and after February 20, 1945, on a greater live weight of any class or species of livestock slaughtered by an applicant in any one

non-federally inspected establishment than a specified percentage of the total live weight of such class or species of livestock for which the applicant filed subsidy claims with Defense Supplies Corporation covering slaughter in that establishment in the corresponding accounting period of 1944, *Provided*, That on certification to Defense Supplies Corporation by the War Food Administrator that the applicant is entitled to payment on a greater live weight of any class or species of livestock, he will become entitled to payment on the live weight of his slaughter up to the specified percentage of the live weight certified to Defense Supplies Corporation by the War Food Administrator. Such percentages will be determined and announced from time to time.

3. Section 7003.6 (d) is hereby terminated and cancelled.

4. A new paragraph (e) is added to § 7003.9, reading as follows:

§ 7003.9 *Terms of payment.* * * *

(e) *Right to declare claims invalid.* Defense Supplies Corporation shall have the right to declare invalid, in whole or in part, any claim which does not meet the requirements of this part.

5. Section 7003.10 is amended to read as follows:

§ 7003.10 *Invalid claims*—(a) *Compliance with other regulations.* Defense Supplies Corporation shall declare invalid, in whole or in part, any claim filed by an applicant who, in the judgment of the War Food Administrator or the Price Administrator, has wilfully violated any regulation or order of their respective agencies applicable to the purchase or sale of livestock or to livestock slaughter or to the sale or distribution of meat, and any claim of any applicant who the Price Administrator certifies to Defense Supplies Corporation has been determined in a civil proceeding to have violated a substantive provision of any regulation or order of the Office of Price Administration applicable to the purchase or sale of livestock or to livestock slaughter or to the sale or distribution of meat.

(b) *Payments to producers of livestock.* Defense Supplies Corporation shall have the right to declare invalid, in whole or in part, any claim of any applicant who fails to pass on to persons from whom he purchases livestock the benefits secured from payments under this regulation.

(c) *Specific disqualification.* All claims shall be invalid which the Price Administrator finds are not an accurate reflection of the applicant's operations and the amounts of payments properly due. Defense Supplies Corporation shall declare invalid, in whole or in part, any claim filed by an applicant who, in the judgment of the Price Administrator has:

(1) Purchased cattle from a seller with whom he has a financial affiliation or relationship, at a price higher than that paid by the seller plus a reasonable handling charge; or

(2) Purchased cattle on consideration or condition of another purchase or sale or transfer of livestock between the applicant and the seller; or

(3) Has used any direct or indirect method, transaction, practice, or device in filing claims which results in a claim for subsidy payments to which he is not wholly entitled under this part; or

(4) Has engaged in any act or practice or operated in such a way that he would be ineligible to receive a subsidy payment, under this part.

6. A new § 7003.14 is added as follows:

§ 7003.14 *Additional subsidy.* Defense Supplies Corporation will pay additional amounts to an applicant otherwise eligible for basic payments under this regulation, in such amounts as are certified to Defense Supplies Corporation by the Price Administrator.

This amendment shall become effective May 5, 1945, except that, at the election of any applicant, this amendment shall become effective as to him May 1, 1945.

Issued this 24th day of April, 1945.

(Section 5d of the Reconstruction Finance Corporation Act, as amended, 52 Stat. 212, 54 Stat. 573; 15 U.S.C. 606b; Defense Supplies Corporation Charter which appears at 6 F.R. 2972).

[SEAL]

DEFENSE SUPPLIES
CORPORATION,
By STUART K. BARNES,
Vice President.

[F. R. Doc. 45-11542; Filed, June 29, 1945;
9:25 a. m.]

[Rev. Reg. 3, Amdt. 5]

PART 7003—LIVESTOCK SLAUGHTER PAYMENTS

NON-PROCESSING SLAUGHTERERS

Section 7003.1, paragraph (s) is amended to read as follows:

(s) "Non-processing slaughterers of beef" means an unaffiliated slaughterer as hereinafter defined who, during six consecutive months between January 1, 1941, and October 1, 1943, sold, and who currently sells, 98% or more, measured in dressed carcass weight, of the total beef produced from cattle slaughtered by him in all his establishments in the form of carcasses, wholesale cuts, boneless beef, or ground beef.

This amendment shall become effective July 1, 1945.

Issued this 15th day of June 1945.

(Section 5d of the Reconstruction Finance Corporation Act, as amended, 52 Stat. 212, 54 Stat. 573; 15 U.S.C. 606b; Defense Supplies Corporation Charter which appears at 6 F.R. 2972)

[SEAL]

DEFENSE SUPPLIES
CORPORATION,
By STUART K. BARNES,
Vice President.

[F. R. Doc. 45-11543; Filed, June 29, 1945;
9:24 a. m.]

TITLE 34—NAVY

Chapter I—Department of the Navy

PART 25—CONTRACT SETTLEMENT ACT AMENDMENT OF JOINT TERMINATION REGU- LATION

CROSS REFERENCE: For amendments and additions to the Joint Termination Regulation issued by the Secretary of War and Secretary of the Navy and filed with the Division of the Federal Register, November 4, 1944 (9 F.R. 13316), as amended (10 F.R. 5171), see Title 10, Chapter VIII, *supra*.

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter II—Office of Defense Transportation

[General Permit ODT 1-5]

PART 520—CONSERVATION OF RAIL EQUIP- MENT—EXCEPTIONS AND PERMITS

MERCHANDISE TRAFFIC

In accordance with the provisions of paragraph (g), § 500.2 of General Order O. D. T. No. 1, as amended, it is hereby authorized, that:

§ 520.7 *Loading of cars specially equipped with racks for handling beams.* Notwithstanding the provisions of § 500.2 of General Order O. D. T. No. 1, as amended, any carrier by railroad may accept for shipment or forwarding, load or forward, from the city or town at which such car is originated, any railway closed car specially equipped with racks for handling beams, when such car is loaded with empty beams and such beams are to be used in making shipments of rayon yarn from the point to which the empty beams are consigned.

This General Permit ODT 1-5 shall become effective June 29, 1945.

(E.O. 8989, as amended, 6 F.R. 6725, 8 F.R. 14183; Gen. Order O.D.T. No. 1, as amended, 7 F.R. 3046, 3213, 3763, 9744)

Issued at Washington, D. C., this 29th day of June 1945.

J. M. JOHNSON,
Director,

Office of Defense Transportation.

[F. R. Doc. 45-11563; Filed, June 29, 1945;
11:42 a. m.]

TITLE 50—WILDLIFE

Chapter IV—Office of the Coordinator of Fisheries

[Area Coordinator's Gen. Dir. H-12]

PART 401—PRODUCTION OF FISHERY COM- MODITIES OR PRODUCTS

ALLOCATION OF HALIBUT

Pursuant to Order No. 1956 of the Secretary of the Interior, as amended, 50 CFR 401.4 entitled "Allocation of Hal-

but" (9 F.R. 6780, 9917; 10 F.R. 5528, 7262), commonly referred to as the Halibut Order, and in order to accomplish the purposes thereof, this General Direction No. H-12 is issued.

1. In each port where the Office of Fishery Coordination employs a port supervisor he will control the rate of buying by each dealer at that port. This control will be exercised in such a manner as to assure each dealer in the port that he will receive, as nearly as practical, his poundage of halibut at that port in the same ratio as all other dealers receive their poundages at that port. Poundages are based on expected port landings, are allocated by the Area Coordinator, and are set out on permit issued pursuant to the Halibut Order. All dealers at a port should complete their purchases at approximately the same time.

2. If actual landings at any port are less than expected, dealers at that port should request the Area Coordinator to issue permits to them at other ports or to amend such permits to make up for the deficiency. If actual landings at any port are greater than expected, the surplus at that port will be assigned to dealers with deficiencies at other ports so that the requirements of the over-all halibut allocation program will be fulfilled.

3. If a dealer refuses or is unable to accept and unload a halibut trip offered to him by a port supervisor he must unload a vessel if offered to him on the next business day or forfeit the poundage of halibut on the latter trip by having that poundage charged to his over-all allocation as well as to his allocation at the port. No load will be considered offered to a dealer on any particular day unless the vessel is at the dealer's dock ready for unloading by an hour in the day recognized by custom in the port or indicated by reasonable consideration of all the circumstances as the hour when a dealer should be expected to receive and unload a halibut trip.

4. All general directions except General Direction No. H-11, dated June 13, 1945, heretofore issued by the Area Coordinator pursuant to the Halibut Order, as amended, have expired, or have been revoked, or are hereby revoked. General Direction No. H-11, relating to sales of halibut in British Columbia, remains effective.

Issued this 21st day of June 1945.

V. J. SAMSON,
Area Coordinator, Area I.

[F. R. Doc. 45-11539; Filed, June 29, 1945;
9:26 a. m.]

Notices

DEPARTMENT OF THE INTERIOR.

Office of the Secretary.

ADMINISTRATION OF CONNALLY ACT APPROVAL OF FORMS

By virtue of the authority vested in the Secretary of the Interior by Executive Order No. 7756 of December 1, 1937 (30 CFR, 401.1), and pursuant to §§ 403.9 and 403.11 of Title 30, Code of Federal Regulations, *It is hereby ordered*, That Forms G. T. and R, as approved by the Bureau of the Budget on June 6, 1945, Form P, as approved by the Bureau of the Budget on June 20, 1945, and Form

OCR-1, as approved by the Bureau of the Budget on June 5, 1945, are approved for use in the administration and enforcement of the act of February 22, 1945 (49 Stat. 30), as amended.

HAROLD L. ICKES,
Secretary of the Interior.

JUNE 28, 1945.

[F. R. Doc. 45-11562; Filed, June 29, 1945;
11:18 a. m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

[Administrative Order 352]

SPECIAL INDUSTRY COMMITTEE 4 FOR PUERTO RICO

ACCEPTANCE OF RESIGNATION AND APPOINTMENT OF CERTAIN MEMBERS

By virtue of and pursuant to the authority vested in me by the Fair Labor Standards Act of 1938, as amended, I, L. Metcalfe Walling, Administrator of the Wage and Hour Division, United States Department of Labor.

Do hereby accept the resignation of Mr. James E. Powell from Special Industry Committee No. 4 for Puerto Rico and do appoint in his stead as representative for the employers on such Committee, Mr. James A. Stuart of San Juan, Puerto Rico.

Signed at New York, New York, this 25th day of June 1945.

L. METCALFE WALLING,
Administrator.

[F. R. Doc. 45-11538; Filed, June 29, 1945;
9:24 a. m.]

LEARNER EMPLOYMENT CERTIFICATES ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that special certificates authorizing the employment of learners at hourly wage rates lower than the minimum wage rate applicable under section 6 of the act have been issued to the firms hereinafter mentioned under section 14 of the act, Part 522 of the regulations issued thereunder (August 16, 1940, 5 F.R. 2862, and as amended June 25, 1942, 7 F.R. 4725), and the determinations, orders and/or regulations hereinafter mentioned. The names and addresses of the firms to which certificates were issued, industry, products, number of learners, and effective and expiration dates of the certificates are as follows:

Apparel Industry Learner Regulations, September 7, 1940 (5 F.R. 3591), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

I. U. Yoder, Reinerton, Pennsylvania; men's shorts, woven fabrics; 5 learners (T); effective June 15, 1945, expiring June 14, 1946.

Single Pants, Shirts and Allied Garments, Women's Apparel, Sportswear, Rainwear, Robes and Leather and Sheep-Lined Garments Divisions of the Apparel Industry, Learner Regulations, July 20, 1942 (7 F.R. 4724), as amended by Administrative Order

March 13, 1943 (8 F.R. 3079), and Administrative Order, June 7, 1943 (8 F.R. 7890). Co-Ed Frocks, Inc., Pana, Illinois; ladies' outer apparel; 10 learners (T); effective June 19, 1945, expiring June 18, 1946.

Del Monte Frocks, Inc., 113 No. Broadway, Long Branch, New Jersey; ladies' and misses' rayon dresses and negligees; 5 learners (T); effective June 16, 1945, expiring June 15, 1946.

Charles Desreau Company, 247 North 3rd Street, Easton, Pennsylvania; ladies' slips and lingerie; 10 percent (T); effective June 24, 1945, expiring June 23, 1946.

K & G Dress Company, 209 W. Independence Street, Shamokin, Pennsylvania; dresses; 10 learners (T); effective June 19, 1945, expiring December 18, 1945. Shelgar Manufacturing Company, Shelbyville, Illinois; ladies' and childrens' outer washable apparel; 42 learners (E); effective June 21, 1945, expiring December 20, 1945.

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Elizabeth City Hosiery Mills, Elizabeth City, North Carolina; full-fashioned and seamless; 20 learners (AT); effective June 24, 1945, expiring December 23, 1945.

Vermont Hosiery and Machinery Company, Northfield, Vermont; seamless; 5 learners (T); effective June 17, 1945, expiring June 16, 1946.

Independent Telephone Learner Regulations, July 17, 1944 (9 F.R. 7125).

Bradford County Telephone Company, Towanda, Pennsylvania; to employ learners as commercial switchboard operators at its Towanda, Pennsylvania exchange, located at 211 Main Street, Towanda, Pennsylvania; effective June 22, 1945, expiring June 21, 1946.

Commonwealth Telephone Company, Tunkhannock, Pennsylvania; to employ learners as commercial switchboard operators at its Tunkhannock, Pennsylvania exchange, located at 130 Warren Street, Tunkhannock, Pennsylvania; effective June 22, 1945, expiring June 21, 1946.

Commonwealth Telephone Company, Susquehanna, Pennsylvania; to employ learners as commercial switchboard operators at its Susquehanna, Pennsylvania exchange, located at Main and Franklin Streets, Susquehanna, Pennsylvania; effective June 22, 1945, expiring June 21, 1946.

Textile Learner Regulations, May 16, 1941 (6 F.R. 2446), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Covington Mills, Covington, Georgia; cotton textile; 3 percent (T); effective June 24, 1945, expiring June 23, 1946.

The Daisie Ribbon Company, Front and Saucon Streets, Hellertown, Pennsylvania; rayon and cotton narrow fabrics; 3 learners (T); effective June 24, 1945, expiring June 23, 1946.

Cigar Industry Learner Regulations, April 22, 1944 (9 F.R. 4330).

General Cigar Company, Inc., 7th and Poplar Streets, Benton, Kentucky; cigars; 10 percent (T); hand stripping for a learning period of 160 hours at 30 cents per hour; effective June 16, 1945, expiring June 15, 1946.

Regulations, Part 522—Regulations Applicable to the Employment of Learners (*supra*).

Hafleigh and Company, Buchanan, Virginia; button bones, bone rings, case hardening bone, bone meal, gun parts; 8 learners; button making for a learning period of 320 hours at 35 cents per hour; effective June 16, 1945, expiring December 17, 1945.

Signed at New York, N. Y., this 22d day of June, 1945.

PAULINE C. GILBERT,
*Authorized Representative
of the Administrator.*

[F. R. Doc. 45-11540; Filed, June 29, 1945;
9:24 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 5338]

NATIONAL MODES, INC., ET AL.

NOTICE OF HEARING

In the matter of National Modes, Inc., a corporation; National Modes Holding Corporation, a corporation; John Block, an individual; Hyman Schreier and Ethel Schreier, his wife, a partnership trading as H. Schreier Co.; Junior Deb Coat & Suit Company, Inc., a corporation; Eclipse Knitting Mills, Inc., a corporation; Morris W. Haft & Bros., Inc., a corporation; Grossman & Spiegel, Inc., a corporation; Charles Hymen, Inc., a corporation; Junior Guild Frocks, Inc., a corporation; Godett & Gross, Inc., a corporation; Henry Rosenfeld, Inc., a corporation; Henlo Sportswear, Ltd., a corporation; Fred Perlberg, Inc., a corporation; Shelton Coat Corporation, a corporation; Babs Junior, Inc., a corporation; Shipman & Baker, Inc., a corporation; Rubin-Feld, Inc., a corporation; Arnold Constable & Company, a corporation; Auerbach Company, a corporation; Best's Apparel, Inc., a corporation; Fowler, Dick and Walker, a corporation; Gimbel Brothers, Inc., a corporation; Hale Bros. Stores, Inc., a corporation; A. Harris & Company, a corporation; The Hecht Company, a corporation; Popular Dry Goods Company, a corporation; Ames & Brownley, Inc., a corporation; Dalton Company, a corporation; King's, Inc., a corporation; Ogus, Rabinovich & Ogus, Inc., a corporation; J. W. Scarbrough and L. Scarbrough, a partnership trading as E. M. Scarbrough & Sons.

Complaint. Count I. The Federal Trade Commission having reason to believe that the parties respondent named in the caption hereof and hereinafter more particularly designated and described, have, since June 19, 1936, violated and are now violating the provisions of subsection (c), section 2 of the Clayton Act as amended by the Robinson-Patman Act, approved June 19, 1936 (U.S.C. Title 15, Sec. 13), hereby issues this complaint stating its charges with respect thereto as follows:

PARAGRAPH 1: Respondent National Modes, Inc., is a corporation organized and existing under and by virtue of the laws of the State of New York with its principal office and place of business at 130 West 31st Street, New York, New York.

PAR. 2: Respondent National Modes Holding Corporation is a corporation organized and existing under and by virtue of the laws of the State of New York with its principal office and place of business at 130 West 31st Street, in the City of New York, State of New York.

PAR. 3: Respondent John Block, an individual, is a stockholder, officer and director in each of the respondents National Modes, Inc., and National Modes Holding Corporation and has his principal office and place of business at 130 West 31st Street, New York, New York, being the same address of respondents National Modes, Inc., and National Modes Holding Corporation. He owns the majority of the capital stock of respondent National Modes Holding Cor-

poration and is secretary and a director of respondent National Modes, Inc. He is president, treasurer and a director of respondent National Modes Holding Corporation and is also a director of respondent Arnold Constable & Company, a holding corporation which owns and controls the retail dry goods store known as Arnold Constable of New York, New York. Said respondent John Block is the active business head of both respondents National Modes, Inc., and National Modes Holding Corporation.

PAR. 4. Respondents Hyman Schreier and Ethel Schreier, his wife, are a partnership operating under the firm name of H. Schreier Co., having its principal office and place of business at 525 Seventh Avenue, New York, N. Y.

Respondent Junior Deb Coat & Suit Company, Inc., is a corporation organized and existing under and by virtue of the laws of the State of New York with its principal office and place of business at 512 Seventh Avenue, New York, N. Y.

Respondent Eclipse Knitting Mills, Inc., is a corporation organized and existing under and by virtue of the laws of the State of New York with its principal office and place of business at 1410 Broadway, New York, N. Y.

Respondent Morris W. Haft & Bros., Inc., is a corporation organized and existing under and by virtue of the laws of the State of New York with its principal office and place of business at 500 Seventh Avenue, New York, N. Y.

Respondent Grossman & Spiegel, Inc., is a corporation organized and existing under and by virtue of the laws of the State of New York with its principal office and place of business at 512 Seventh Avenue, New York, N. Y.

Respondent Charles Hymen, Inc., is a corporation organized and existing under and by virtue of the laws of the State of Illinois with its principal office and place of business at 237 South Market Street, Chicago, Illinois.

Respondent Junior Guild Frocks, Inc., is a corporation organized and existing under and by virtue of the laws of the State of Illinois with its principal office and place of business at 847 West Jackson Blvd., Chicago, Illinois.

Respondent Godett & Gross, Inc., is a corporation organized and existing under and by virtue of the laws of the State of Illinois with its principal office and place of business at 337 South Franklin Street, Chicago, Illinois.

Respondent Henry Rosenfeld, Inc., is a corporation organized and existing under and by virtue of the laws of the State of New York with its principal office and place of business at 498 Seventh Avenue, New York, N. Y.

Respondent Henlo Sportswear, Ltd., is a corporation organized and existing under and by virtue of the laws of the State of New York with its principal office and place of business at 498 Seventh Avenue, New York, N. Y.

Respondent Fred Perlberg, Inc., is a corporation organized and existing under and by virtue of the laws of the State of New York with its principal office and place of business at 525 Seventh Avenue, New York, N. Y.

Respondent Shelton Coat Corporation is a corporation organized and existing under and by virtue of the laws of the State of New York with its principal office and place of business at 230 West 38th Street, New York, N. Y.

Respondent Babs Junior, Inc., is a corporation organized and existing under and by virtue of the laws of the State of New York with its principal office and place of business at 498 Seventh Avenue, New York, N. Y.

Respondent Shipman & Baker, Inc., is a corporation organized and existing under and by virtue of the laws of the State of New York with its principal office and place of business at 500 Seventh Avenue, New York, N. Y.

Respondent Rubin-Feld, Inc., is a corporation organized and existing under and by virtue of the laws of the State of New York with its principal office and place of business located at 214 West 39th Street, New York, N. Y.

The 16 respondents named in this paragraph are hereinafter designated and referred to as "seller-respondents." Said seller-respondents and each of them are, and since June 19, 1936, have been, engaged in the business of manufacturing, selling and distributing women's dresses and women's wearing apparel to numerous buyers, including the "buyer-respondents" hereinafter set out. Said seller-respondents are fairly typical and representative of a large number of manufacturers of women's dresses and women's wearing apparel engaged in the common practice of selling a substantial portion of their products to buyers who purchase through respondents National Modes, Inc., National Modes Holding Corporation and John Block as intermediaries for buyers. Said seller-respondents are named as parties respondent both individually and as representatives of a group or class of a large number of manufacturers engaged in selling a substantial portion of their products through respondents National Modes, Inc., National Modes Holding Corporation and John Block to the buyer-respondents.

PAR. 5: Respondent Arnold Constable & Company is a corporation organized and existing under and by virtue of the laws of the State of New York with its principal office and place of business at 453 Fifth Avenue, New York, N. Y.

Respondent Auerbach Company is a corporation organized and existing under and by virtue of the laws of the State of Utah with its principal office and place of business at Salt Lake City, Utah.

Respondent Best's Apparel, Inc., is a corporation organized and existing under and by virtue of the laws of the State of Washington with its principal office and place of business at Fifth and Pine Streets, Seattle, Washington.

Respondent Fowler, Dick and Walker is a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania with its principal office and place of business at Wilkes-Barre, Pennsylvania.

Respondent Gimbel Brothers, Inc., is a corporation organized and existing un-

der and by virtue of the laws of the State of New York with its principal office and place of business at 33rd and Broadway, New York, N. Y., with a branch located at Ninth and Market Streets, Philadelphia, Pa., which branch is a stockholder in National Modes, Inc.

Respondent Hale Bros. Stores, Inc., is a corporation organized and existing under and by virtue of the laws of the State of Delaware with its principal office and place of business at San Francisco, California.

Respondent A. Harris & Company is a corporation organized and existing under and by virtue of the laws of the State of Texas with its principal office and place of business at Dallas, Texas.

Respondent The Hecht Company is a corporation organized and existing under and by virtue of the laws of the State of Maryland with its principal office and place of business at Seventh and F Streets NW., Washington, D. C.

Respondent Popular Dry Goods Company is a corporation organized and existing under and by virtue of the laws of the State of Texas with its principal office and place of business at El Paso, Texas.

Respondent Ames & Brownley, Inc., is a corporation organized and existing under and by virtue of the laws of the State of Virginia with its principal office and place of business at Norfolk, Virginia.

Respondent Dalton Company is a corporation organized and existing under and by virtue of the laws of the State of Louisiana with its principal office and place of business at Baton Rouge, Louisiana.

Respondent King's, Inc., is a corporation organized and existing under and by virtue of the laws of the State of Tennessee with its principal office and place of business at Johnson City, Tennessee.

Respondent Ogus, Rabinovich & Ogus, Inc., is a corporation organized and existing under and by virtue of the laws of the State of New York with its principal office and place of business at 2 Park Avenue, New York, N. Y.

Respondents J. W. Scarbrough and L. Scarbrough are a partnership operating under the firm name of E. M. Scarbrough & Sons, having its principal office and place of business at Congress Avenue and Sixth Street, Austin, Texas.

The 15 respondents named in this paragraph are hereinafter designated and referred to as "buyer-respondents". Each of said buyer-respondents is engaged in the retail dry goods business and is a stockholder in the respondent National Modes, Inc. Said buyer-respondents are named as parties respondent both individually and as representatives of a group or class of a large number of retail dry goods concerns, each of whom is likewise a stockholder in respondent National Modes, Inc.

PAR. 6. National Modes, Inc., was organized in August of 1925 by respondent John Block and a group of retail dry goods stores, among which are the buyer-respondents named in Paragraph Five, to create and promote the sale of "style" women's dresses and women's wearing apparel under brands, labels and trade-

marks owned and controlled by such retailers and respondent National Modes, Inc., the principal trademarked labels being "Carolyn" and "Jeanne Barrie".

Respondents National Modes, Inc., National Modes Holding Corporation and John Block are now, and since the time of the incorporation and organization of National Modes, Inc., and National Modes Holding Corporation have been, engaged in the business of providing purchasing and other services for the buyer-respondents named in Paragraph Five hereof and for other buyers.

In the course and conduct of their business respondents National Modes, Inc., National Modes Holding Corporation and John Block receive orders for women's dresses and women's wearing apparel from the buyer-respondents and other buyers to purchase such products as agents for the buyers and transmit such orders to the seller-respondents and other sellers. As a result of the transmission of said orders by said buyers to respondents National Modes, Inc., National Modes Holding Corporation and John Block, the placing of same by said respondents for or in behalf of said buyers, and the acceptance of said orders by said seller-respondents and other sellers, women's dresses and women's wearing apparel are by each of said seller-respondents and other sellers shipped from the State in which such merchandise is located at the time of sale into and through the various other states of the United States directly to each of said buyer-respondents and to other buyers.

In the course of the buying and selling transactions above set out said seller-respondents since June 19, 1936, have transmitted, paid and delivered, and do transmit, pay and deliver to respondents National Modes, Inc., National Modes Holding Corporation and John Block so-called brokerage fees and commissions or allowances and discounts in lieu of such brokerage fees and commissions, the same being certain percentages of the quoted sales prices agreed upon by said seller-respondents and other sellers with respondents National Modes, Inc., National Modes Holding Corporation and John Block. The three respondents last named since June 19, 1936, have received and accepted and are receiving and accepting such so-called brokerage fees, commissions or allowances and discounts in lieu thereof upon the purchases of the buyer-respondents and other buyers.

PAR. 7: National Modes, Inc., has divided its stock into three separate classes which are as follows: 50 shares of Class A stock of the par value of \$100 each, 100 shares of Class B stock of the par value of \$100 each and 50 shares of Class C stock without nominal or par value. Class A and Class B stock is owned and can be owned only by retailers of women's dresses and women's wearing apparel. Since the incorporation of both respondents National Modes, Inc., and National Modes Holding Corporation in 1925 Respondent John Block has been the sole owner of the Class C stock. Class A stock is owned by retailers of women's dresses and women's wearing apparel

whose annual business is in excess of \$250,000. The Class B stock is held by retailers of women's dresses and women's wearing apparel whose annual business is less than \$250,000. No more than one share of Class A or Class B stock may be held by a single retailer for each city in which such retailer conducts a retail dry goods store.

The Class A stock is held by approximately 28 retail dry goods stores located in the larger cities of the United States; the Class B stock is held by approximately 60 retail dry goods stores located in the larger cities of the United States. No two of such stores are located in the same city. In addition to the stockholder customers of respondent National Modes, Inc. holding the Class A and B stock there are approximately 60 retail dry goods stores situated throughout the country which are not stockholders but which purchase their requirements of women's dresses and women's wearing apparel through respondents National Modes, Inc., National Modes Holding Corporation and John Block. Such stores are potential stockholders and are permitted by respondents National Modes, Inc., National Modes Holding Corporation and John Block to participate in the benefits and services rendered by said respondents in the same manner, form and degree as the stores which are stockholders in respondent National Modes, Inc.

PAR. 8: Immediately upon the organization of respondents National Modes, Inc., and National Modes Holding Corporation a contract was effected between said respondents and each of the stores having stock in National Modes, Inc. The provisions of said contract are as follows:

Agreement made this ____ day of _____ 19____, by and between National Modes, Inc. (hereinafter called "corporation"), party of the first part, National Modes Holding Corporation (hereinafter sometimes called the "Holding Corporation"), party of the second part, and _____ (hereinafter called the "stockholder"), party of the third part, witnesseth:

Whereas, the parties of the first and second part are interested and are cooperating in the creation, acquisition and development of certain trademarks and tradenames, and in the creation and popularization of styles and in the sale of merchandise bearing any such trademarks or tradenames; and

Whereas, the Stockholder is or desires to become a stockholder or such Corporation, and the parties of the first and second part have entered into and may enter into contracts similar to this contract with other stockholders of the corporation;

Now, therefore, in consideration of the premises, of the mutual agreements of the parties, of one dollar and other good and valuable considerations, receipt whereof is hereby acknowledged, the parties do hereby agree as follows:

1. The parties of the first and second part agree to use their best efforts to create and develop said trademarks and tradenames in connection with specialized lines of apparel and other merchandise, to create, use and popularize styles and merchandise in connection with which said trademarks or tradenames are to be used or applied, to choose and designate manufacturers or producers of merchandise bearing said trademarks or tradenames and generally to supervise said

manufacture, to advertise nationally such trademarks and tradenames and merchandise bearing the same and to render such other services in connection therewith as they may deem necessary or advisable, to render the same valuable and generally to advance the interests of the Corporation and the Stockholders.

2. The Stockholder is hereby granted the sole and exclusive right to sell merchandise bearing any trademarks and/or tradenames in the City of _____ and within a radius of _____ miles thereof. Said Stockholder is also to have the right to fill mail orders for any such merchandise.

3. The Stockholder agrees to pay National Modes Holding Corporation a commission upon the net invoice cost of merchandise selected by the Corporation to bear any such trademarks or tradenames purchased by the Stockholder in any fiscal year, said commission to be paid on the tenth day of each month upon invoices bearing the previous month's date as follows:

4% on purchases by the Stockholder on coats, suits, furs, underwear, bags and millinery; and dresses costing over \$10.75 each.

3% on purchases by the Stockholder on dresses costing up to and including \$10.75.

2% on all purchases of hosiery.

4. The advertising expenses of the Corporation shall be paid from a fund to be subscribed to through the payment of one percent (1%) by each stockholder of the net amount of purchases made by the Holding Corporation for the account of such stockholder.

5. The Stockholder agrees that it will not use or apply any such trademark or tradename in connection with any merchandise except such as may have been selected or approved by the Style Committee or Committees of the Corporation and agrees that any merchandise bearing any such trademark or tradename will be purchased by said Stockholder only from such sources as may be designated by the Corporation. The Stockholder will place all orders or re-orders through the Corporation. The Stockholder agrees further that it will not sell through branches or otherwise any such merchandise in any locality other than the City of _____ and within a radius of _____ miles thereof, except that it may fill mail orders as aforesaid, irrespective of the territory in which any said mail orders may originate.

6. In the event that the Stockholder shall offer for sale any such merchandise below the established price, it must first remove the labels containing any such trademark or tradename and in such event such merchandise shall not be advertised or represented as having any connection with any of such trademarks or tradenames.

7. The Stockholder agrees that it will locally advertise and push the sale of the merchandise bearing any such trademark or tradename.

8. The Stockholder agrees that it will purchase a minimum amount of such merchandise, to be determined from time to time by the Executive Committee upon a basis which shall be proportioned according to the ready-to-wear volume of the Stockholder or the population of the cities in which the respective Stockholders operate.

9. This agreement shall cease to be operative if and when the Stockholder shall cease to be a Stockholder of the Corporation, except that in such event the Stockholder shall not be released from any obligations or liability theretofore incurred hereunder.

10. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the Corporation and of the Stockholder; and shall be binding upon and inure to the benefit of National Modes Holding Corporation or any successor thereof so long as Mr. John Block shall own and continue to own the majority of the capital

stock thereof, and so long as he shall continue in the management thereof, and so long as said National Modes Holding Corporation, or its successors, shall engage in no enterprise except in connection with the business of National Modes, Inc.

11. The Stockholder may terminate this agreement by giving to the Corporation at least ninety (90) days' notice in writing of its intention so to do, but such cancellation shall not affect in any way any obligation of the Stockholder theretofore incurred hereunder.

In witness whereof, the parties have executed this agreement the day and year first above mentioned.

NATIONAL MODES, INC.,
By _____
NATIONAL MODES HOLDING CORPORATION,
By _____
(Stockholder)
By _____

Pursuant to the agreement above set forth, respondents National Modes, Inc., National Modes Holding Corporation and John Block receive from the stockholders of National Modes, Inc., being the buyer-respondents herein named, so-called buying fees. The so-called buying fees are paid on a percentage basis and are predicated on the net invoice cost of merchandise, as follows:

1. 2% of the invoice cost for women's hosiery.

2. 3% of the invoice cost for women's dresses, coats, suits and other women's wearing apparel which are purchased at a wholesale price of less than \$10.75 each.

3. 4% of the invoice price on women's dresses, coats, suits and other women's wearing apparel which are purchased at a wholesale price of more than \$10.75 each.

4. 1% of the invoice price of all purchases made by the buyer-respondents herein named through respondents National Modes, Inc., National Modes Holding Corporation and John Block, for the advertising of brands, labels and trade-marks owned and controlled by respondent National Modes, Inc.

PAR. 9. At the time the contract above set forth was executed agreements were also executed between National Modes Holding Corporation and retailers of women's dresses and women's wearing apparel not stockholders of the National Modes, Inc. The provisions of such agreements are as follows:

Agreement made this day between National Modes Holding Corporation, of 130 West 31st Street, hereinafter known as the Corporation, and of _____ hereinafter known as the Retailer, for the period of _____ and ending _____

It is understood that the Retailer shall have the right to publicize and advertise the names of "Carolyn" and "Jeanne Barrie" exclusively in the City of _____ for the duration of this contract; and that the name of the Retailer will be listed in all advertisements in national publications run by the Corporation, where there is a listing of retailers names.

The Retailer agrees to take a minimum amount of garments per month, and his orders are herewith attached.

It is understood, however, that at no time will the retailer offer for sale any garment below its agreed advertised price without first removing the label, and thereafter the

names of "Carolyn" or "Jeanne Barrie" will not be mentioned in connection with the sale or advertising of such garment.

The retailer agrees to pay monthly to the Corporation 4% of the net purchase price of all garments costing up to and including \$10.75, and 5% above \$10.75, it being understood that there will be an equal percentage of savings on cost price for the Retailer, effected by the Corporation. This is to apply to all orders as well as reorders shipped to the Retailer. The Retailer agrees to place all orders and reorders through the Corporation's New York Office.

It is agreed that either party to this contract has the right to cancel same at any time before its expiration by giving sixty (60) days' written notice, by registered mail, to the other party.

It is further agreed that matters contained herein, together with the attached order for merchandise, and for copies of the Corporation's mailing brochures, constitute the entire agreement between us.

NATIONAL MODES HOLDING CORP.

Pursuant to the agreement above set forth, non-stockholding retail dry goods stores which purchase merchandise through respondents National Modes, Inc., National Modes Holding Corporation and John Block bearing the brands owned and controlled by respondent National Modes, Inc., pay to respondents National Modes, Inc., National Modes Holding Corporation and John Block as a so-called buying fee 4% on article of clothing including women's dresses, suits and coats which are purchased at a wholesale price of less than \$10.75 each and 5% on such garments which are purchased at a wholesale price of more than \$10.75 each.

PAR. 10. Respondents National Modes, Inc., National Modes Holding Corporation and John Block, pursuant to an understanding and agreement between them and the buyer-respondents and other buyers, induce and have induced the seller-respondents herein named and other sellers to allow them on purchases of women's dresses, coats, suits and other women's wearing apparel made for the retailer-stockholders of National Modes, Inc., and other retailers, a 4% lower price on such articles of clothing which wholesale for less than \$10.75 each, and at a 5% lower price on such articles of clothing which wholesale for more than \$10.75 each than said sellers allow to competitors of said retailers. This preferential discount of 4% or 5% as the case may be is in some instances paid by the seller-respondents and other sellers direct to the buyer respondents and to buyers with contracts described in Paragraph Nine hereof in the form of a reduced price for the articles of clothing purchased. In other instances, the seller-respondents and other sellers pay directly to respondents National Modes, Inc., National Modes Holding Corporation and John Block a brokerage fee and commission equal to 4% of the wholesale price of women's dresses, coats, suits and other women's wearing apparel costing less than \$10.75 each and 5% of the wholesale price of such articles of clothing costing in excess of \$10.75 each.

Where the 4% or 5% allowance or discount in lieu of brokerage is paid directly by the seller-respondents and other sellers to the stockholders of respondent National Modes, Inc., and other retailers, such stockholders and retailers transmit it to respondents National Modes, Inc., National Modes Holding Corporation and John Block in the form of so-called buying fees. In the instances where the seller-respondents and other sellers pay directly to respondents National Modes, Inc., National Modes Holding Corporation and John Block a brokerage fee and commission or an allowance or discount in lieu thereof in the amount of 4% or 5% on the invoice price of women's dresses, coats, suits and other women's wearing apparel, the buyers are not required to pay so-called buying fees on such purchases.

PAR. 11. On occasion some seller-respondents and other sellers will not allow the discount and allowance to appear as such on the invoices representing purchasers by the buyer-respondents and other buyers. On such occasions the buyer-respondents and other buyers are secretly advised by such sellers, when remitting payment for the articles of clothing so purchased, to deduct from the net invoice price the discount or allowance of 4% or 5%, as the case may be.

Some seller-respondents and other sellers will not allow the buyers to deduct the discount and allowance when remitting payment for the merchandise so purchased nor do they pay direct to respondents National Modes, Inc., National Modes Holding Corporation and John Block the brokerage fees and commissions on the separate purchases of the respective buyer-respondents and other buyers. However, such seller-respondents and other such sellers do allow respondents National Modes, Inc., National Modes Holding Corporation and John Block to periodically audit their sales records for the purpose of determining the accumulated amounts of brokerage fees and commissions upon the purchases of buyer-respondents and other buyers to the three respondents last named.

Respondents National Modes, Inc., National Modes Holding Corporation and John Block refuse to purchase any merchandise from any sellers who will not allow to them or to the buyer-respondents and other buyers a brokerage fee and commission or a discount or allowance in lieu thereof upon the purchases of the stockholders or National Modes, Inc., or other retailers purchasing through said three respondents.

The brokerage fees and commissions or allowances or discounts in lieu thereof received by respondents National Modes, Inc., National Modes Holding Corporation and John Block either directly from the seller-respondents and other sellers or indirectly from the seller-respondents and other sellers through the buyer-respondents and other buyers, upon the purchases of the buyer-respondents and other buyers are used by the three respondents, after the payment of operating expenses and the payment of dividends on stock to the stockholders of respondents National Modes, Inc., and

National Modes Holding Corporation, to perform valuable service and to furnish valuable facilities for and to promote in behalf of the buyer-respondents and other buyers the sale of brands, labels and trademarks owned and controlled by respondent National Modes, Inc.

PAR. 12. In all of the buying and selling transactions hereinabove referred to, the so-called brokerage fees and commissions or allowances and discounts in lieu thereof are paid and transmitted by the seller-respondents and other sellers to and are accepted and received by respondents National Modes, Inc., National Modes Holding Corporation and John Block while said respondents are acting in fact for and in behalf of the buyer-respondents and other buyers and no services whatsoever have been rendered or are now being rendered in connection with such purchases for or to said seller-respondents and other sellers by the three respondents last named or by said buyer-respondents and other buyers.

The so-called brokerage fees and commissions or discounts and allowances in lieu thereof are paid by the seller-respondents and other sellers to respondents National Modes, Inc., National Modes Holding Corporation and John Block and are transmitted to and received by the buyer-respondents and other buyers in the form of services performed and facilities furnished by said respondents while acting as intermediaries for and in behalf of said buyer-respondents and other buyers.

PAR. 13: The transmission and payment of said so-called brokerage fees and commissions or discounts and allowances in lieu thereof by the seller-respondents and other sellers to respondents National Modes, Inc., National Modes Holding Corporation and John Block upon the purchases of buyer-respondents and other buyers, and the receipt and acceptance thereof by the three respondents last named, or by the buyer-respondents and other buyers in the manner and under the circumstances hereinabove set forth are in violation of the provisions of section 2, subsection (c) of the Clayton Act as amended by the Robinson-Patman Act approved June 19, 1936.

Count II. The Federal Trade Commission, having reason to believe that the parties respondent named in paragraph 1 of Count II hereof, since June 19, 1936, have violated and are now violating the provisions of subsection (d) of section 2 of the Clayton Act (U. S. C. Title 15, Sec. 13) as amended by the Robinson-Patman Act, approved June 19, 1936, hereby issues this complaint, stating its charges with respect thereto as follows:

PARAGRAPH 1. Respondents Babs Junior, Inc., Morris W. Haft and Bros., Inc., Shipman and Baker, Inc., Shelton Coat Corporation, and Henlo Sportswear, Ltd., as more particularly described in paragraph 4 of Count One hereof, are engaged in the business of manufacturing, selling and distributing women's dresses and women's wearing apparel to numerous buyers including National Modes, Inc., National Modes Holding Corporation, John Block and the Buy-

ers named in paragraph 5 of Count One hereof. Said respondents sell and distribute their products in commerce between and among the various states of the United States and in the District of Columbia and as a result of such sales cause the said products to be shipped and transported from their respective places of business to purchasers thereof who are located in various other states of the United States. There is and has been at all times mentioned herein a continuous course of trade and commerce in women's dresses and women's wearing apparel across state lines between respondents' factories and the purchasers of said products.

Said respondents' enterprises are operated with the ultimate objective of marketing their women's dresses and women's wearing apparel through retail department stores and other retail dry goods establishments to the consuming public in all parts of the United States.

PAR. 2. In the course and conduct of their business as aforesaid the respondents named in paragraph 1 of Count Two hereof are now and during all the time herein mentioned have been in competition with other corporations and with individuals, partnerships and firms engaged in the business of manufacturing, selling and distributing women's dresses and women's wearing apparel in commerce. Many of said respondents' retail department store customers and dry goods store customers are competitively engaged with each other and with customers of respondents' competitors in the resale of women's dresses and women's wearing apparel within the trading areas in which the respondents' said retailer-customers, respectively, offer for sale and sell the said products purchased from the respondents through National Modes, Inc., National Modes Holding Corporation and John Block.

PAR. 3. In the course and conduct of their business in commerce respondents named in Paragraph One of Count Two since June 19, 1936 have secretly paid and agreed to pay to National Modes, Inc., National Modes Holding Corporation, John Block and to retailers purchasing women's dresses and women's wearing apparel through them certain sums of money as compensation for and in consideration of advertising and promotional services furnished by them and by such retailers in connection with the sale and offering for sale of women's dresses and women's wearing apparel under registered trademarks such as "Carolyn," "Jeanne Barrie" and others. The making of such payments by the respondents named in paragraph 1 of Count Two hereof was canceled by said respondents from competitors of said National Modes, Inc., National Modes Holding Corporation, John Block and from competitors of other buyers purchasing women's dresses and women's wearing apparel from said respondents. Respondents did not make such payments available on proportionally equal terms or on any terms to other purchasing agents and retailers of women's dresses and women's wearing apparel who compete in the sale and distribution

of such products purchased from respondents.

PAR. 4. It has been the policy of respondents named in paragraph 1 of Count Two hereof to conceal from all of their customers, except those favored by respondents, the details of their agreements relating to compensation of customers for services in connection with advertising and promotional facilities. Other customers of respondents are denied knowledge of such allowances and compensation and the respondents have not and do not make it known to any of their customers except their favored ones that they pay compensation for advertising and promotional services in connection with the sale of women's dresses and women's wearing apparel to the consuming public. Respondents have resisted the extension of such allowances to some purchasers of women's dresses and women's wearing apparel even though such purchasers were willing to give advertising and promotional services to respondents in connection with the sale of such women's dresses and women's wearing apparel to the consuming public.

PAR. 5. The above described acts and practices of respondents named in paragraph 1 of Count Two hereof are in violation of subsection (d) of section 2 of the Clayton Act as amended by the Robinson-Patman Act approved June 19, 1936 (U.S.C. Title 15, Section 13).

Wherefore, the premises considered, the Federal Trade Commission on this 23d day of June, A. D. 1945, issues its complaint against said respondents.

Notice. Notice is hereby given you, National Modes, Inc., a corporation; National Modes Holding Corporation, a corporation; John Block, an individual; Hyman Schreier and Ethel Schreier, his wife, a partnership trading as H. Schreier Co.; Junior Deb Coat & Suit Company, Inc., a corporation; Eclipse Knitting Mills, Inc., a corporation; Morris W. Haft & Bros., Inc., a corporation; Grossman & Spiegel, Inc., a corporation; Charles Hymen, Inc., a corporation; Junior Guild Frocks, Inc., a corporation; Godett & Gross, Inc., a corporation; Henry Rosenfeld, Inc., a corporation; Henlo Sportswear, Ltd., a corporation; Fred Perlberg, Inc., a corporation; Shelton Coat Corporation, a corporation; Babs Junior, Inc., a corporation; Shipman & Baker Inc., a corporation; Rubin-Feld, Inc., a corporation; Arnold Constable & Company, a corporation; Auerbach Company, a corporation; Best's Apparel, Inc., a corporation; Fowler, Dick and Walker, a corporation; Gimbel Brothers, Inc., a corporation; Hale Bros. Stores, Inc., a corporation; A. Harris & Company, a corporation; The Hecht Company, a corporation; Popular Dry Goods Company, a corporation; Ames & Brownley, Inc., a corporation; Dalton Company, a corporation; King's, Inc., a corporation; Ogus, Rabinovich & Ogus, Inc., a corporation; J. W. Scarbrough and L. Scarbrough, a partnership trading as E. M. Scarbrough & Sons, respondents herein, that the 27th day of July, A. D. 1945, at 2 o'clock in the afternoon, is hereby fixed as the time, and the offices of the Federal Trade Com-

mission in the City of Washington, D. C., as the place, when and where a hearing will be had on the charges set forth in this complaint, at which time and place you will have the right, under said act, to appear and show cause why an order should not be entered by said Commission requiring you to cease and desist from the violations of law charged in the complaint.

You are notified and required, on or before the twentieth day after service upon you of this complaint, to file with the Commission an answer to the Complaint. If answer is filed and if your appearance at the place and on the date above stated be not required, due notice to that effect will be given you. The rules of practice adopted by the Commission with respect to answers or failure to appear or answer (Rule IX) provide as follows:

In case of desire to contest the proceeding the respondent shall, within twenty (20) days from the service of the complaint, file with the Commission an answer to the complaint. Such answer shall contain a concise statement of the facts which constitute the ground of defense. Respondent shall specifically admit or deny or explain each of the facts alleged in the complaint, unless respondent is without knowledge, in which case respondent shall so state.

Failure of the respondent to file answer within the time above provided and failure to appear at the time and place fixed for hearing shall be deemed to authorize the Commission, without further notice to respondent, to proceed in regular course on the charges set forth in the complaint.

If respondent desires to waive hearing on the allegations of fact set forth in the complaint and not to contest the facts, the answer may consist of a statement that respondent admits all the material allegations of fact charged in the complaint to be true. Respondent by such answer shall be deemed to have waived a hearing on the allegations of fact set forth in said complaint and to have authorized the Commission, without further evidence, or other intervening procedure, to find such facts to be true.

Contemporaneously with the filing of such answer the respondent may give notice in writing that he desires to be heard on the question as to whether the admitted facts constitute the violation of law charged in the complaint. Pursuant to such notice, the respondent may file a brief, directed solely to that question, in accordance with Rule XXIII.

In witness whereof, the Federal Trade Commission has caused this, its complaint, to be signed by its Secretary, and its official seal to be hereto affixed, at Washington, D. C., this 23d day of June, A. D. 1945.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 45-11546; Filed, June 29, 1945;
10:00 a. m.]

[Docket No. 5305]

TIPTEX

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in

the City of Washington, D. C., on the 27th day of June A. D. 1945.

In the matter of Olive L. Richards, an individual, doing business as Tiptex.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That Miles J. Furnas, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Wednesday, August 1, 1945, at ten o'clock in the forenoon of that day (Pacific standard time), in Room 229, Post Office Building, Los Angeles, California.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the facts, conclusions of facts, conclusions of law, and recommendation for appropriate action by the Commission.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 45-11547; Filed, June 29, 1945;
10:00 p. m.]

INTERSTATE COMMERCE COMMISSION.

[S. O. 70-A, Special Permit 1019]

RECONSIGNMENT OF LETTUCE AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, June 26 or 27, 1945, by Cohodas Brothers Company, of car PFE 94406, lettuce, to Appleton Junction.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 26th day of June 1945.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 45-11554; Filed, June 29, 1945;
11:04 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[RMPR 169, Amdt. 1, Order 57]

CHIP STEAK CO.

ESTABLISHMENT OF MAXIMUM PRICE

On October 30, 1944, Order No. 57 under Revised Maximum Price Regulation No. 169 was issued, authorizing Chip Steak Company of Oak Park, Illinois to sell its "chip steaks" to purveyors of meals and to intermediate distributors for resale to purveyors of meals at a maximum price of 41½ cents per pound, f. o. b. the seller's place of business. Chip Steak Company of Oak Park, Illinois was further authorized to sell in specified 3 month periods, a maximum total volume by weight of "chip steaks" in an amount not exceeding 35,000 pounds.

Due consideration has been given to the applicant's request for reconsideration of Order No. 57 and an opinion in support of this Amendment No. 1, has been issued simultaneously herewith and filed with the Division of the Federal Register. For the reasons set forth in the accompanying opinion, under authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and pursuant to the provisions of § 1364.452 (r) of Revised Maximum Price Regulation No. 169; It is hereby ordered:

That Order No. 57 to Revised Maximum Price Regulation No. 169 be amended by striking the figure "41½ cents" wherever appearing in said order and substituting therefor "45 cents".

This Amendment No. 1 to Order No. 57 shall become effective June 29, 1945.

Issued this 28th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11499; Filed, June 28, 1945;
11:42 a. m.]

[MPR 188, Order 104 under 2d Rev. Order A-3]

ENTERPRISE MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith, and filed with the Division of the Federal Register, and pursuant to Second Revised Order A-3 under § 1499.159b of MPR No. 188, it is ordered:

(a) *Manufacturer's maximum prices.* Enterprise Manufacturing Company, 110 Union Street, Akron 9, Ohio, may sell the articles of fishing hooks listed below of its manufacture to jobbers at prices no higher than its maximum prices for such sales in effect immediately prior to the effective date of this order, plus the adjustment charges set forth opposite each article.

Article	No.	Current maximum prices to jobbers	Adjustment for sales to jobbers	Adjusted maximum prices to jobbers
<i>Per dozen</i>				
Sobey hooks...	6/0	\$0.42	\$0.26	\$0.68
	7/0	.62	.08	.70
	8/0	.74	.05	.79
	9/0	.80	.08	.88
	10/0	.86	.24	1.10
	11/0	.98	.24	1.22
	12/0	1.10	.33	1.43
	13/0	1.52	.45	1.97
	14/0	1.82	.52	2.34
<i>Per thousand</i>				
Sobey hooks, ringed, tinned	1/0	.24	.17	.41
	2/0	.32	.17	.49
	3/0	.38	.14	.52
	4/0	.38	.19	.57
	5/0	.40	.25	.65
<i>Per thousand</i>				
Limerick hooks.	3/0	\$1.90	\$0.34	\$2.24
	4/0	2.00	.48	2.48
	5/0	2.10	.84	2.94
	6/0	2.35	.64	2.99
<i>Per thousand</i>				
Kirby hooks, ringed, tinned	7/0	2.98	.24	3.22
	16/0	62.15	21.24	83.39

These adjustment charges may be made and collected only if they are separately stated on each invoice. The adjusted prices are subject to the manufacturer's customary terms, discounts, allowances and other price differentials in effect during March 1942 on sales to this class of purchaser.

(b) *Maximum prices of purchasers for resale.* A person who hereafter buys an article covered by this order and resells it in substantially the same form, may collect from his customer, in addition to his properly established maximum price in effect prior to the issuance of this order, an adjustment charge in the same amount as the adjustment charge herein authorized for and which he pays to his supplier. If such a purchaser did not have an established maximum price for sales of the article prior to the issuance of this order, he may add the same adjustment charge to the maximum price which he hereafter establishes for his sales under the applicable price regulation. If the applicable regulation requires maximum resale prices to be computed on the basis of costs, the reseller must find his maximum prices (without the adjustment charge) by using as costs his invoice costs not including any adjustment charges stated on the invoice. On all sales except sales to ultimate consumers these additional adjustment charges may be made and collected only if they are separately stated on each invoice. The adjusted maximum prices are subject to each seller's customary terms, discounts and allowances on sales of the same or similar articles, to each class of purchaser.

(c) *Notification.* At the time of or prior to the first invoice to a purchaser for resale on and after the effective date of this order, showing a price adjusted in accordance with the terms of this order, the seller shall notify the purchaser in writing of the method established by paragraph (b) of this order for determining adjusted maximum prices for resales of the article. This notice may be given in any convenient form.

(d) All requests not specifically granted by this order are hereby denied.

(e) This order may be revoked or amended by the Price Administrator at any time.

(f) This order shall become effective on the 29th day of June 1945.

Issued this 28th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11503; Filed, June 28, 1945;
11:42 a. m.]

[MPR 188, Order 105 Under 2d Rev. Order A-3]

CHAS. D. BRIDDELL, INC.

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to Second Revised Order No. A-3 under § 1499.159b of Maximum Price Regulation No. 188, it is ordered:

(a) *Manufacturer's maximum prices.* Chas. D. Bridgell, Inc. of Crisfield, Maryland, may sell and deliver the seafood harvesting rakes which it manufactures and which are fully described in the manufacturer's application dated July 18, 1944 at prices no higher than its maximum prices currently in effect immediately prior to the effective date of this order plus an adjustment charge amounting to six percent of each such maximum price.

The adjustment charge, provided herein, may be made and collected only if stated separately.

The maximum prices of the manufacturer, as adjusted are subject to its customary terms, discounts, allowances and other price differentials in effect during March, 1942 on sales to each class of purchaser.

(b) *Maximum prices of purchasers for resale.* Any purchaser for resale who handles the articles for which the manufacturer's maximum prices have been adjusted as provided in paragraph (a) in the course of their distribution from the manufacturer to the user may add to his properly established maximum price for sales of these articles in effect immediately prior to the effective date of this order, the dollar-and-cents amount of the adjustment charge which he is required to pay to his supplier, provided the amount charge has been separately stated.

The maximum prices, as adjusted, of a purchaser for resale are subject to the seller's customary discounts, allowances and other price differentials in effect during March, 1942, on sales to each class of purchaser.

(c) *Notification.* Every person who makes a sale or delivery at an adjusted price permitted by this order except persons making sales to users, shall furnish the purchaser with an invoice containing the following notice:

NOTICE OF OPA ADJUSTMENT

Order No. ----- under 2d, Rev. Order No. A-3 under MPR 188 authorizes all sellers of the articles covered by this invoice to adjust their maximum prices, in effect prior to June

29, 1945, by adding no more than the exact dollar-and-cents amount of the adjustment charge appearing on this invoice. *Provided*, That amount is stated separately on an invoice which contains this notice.

(d) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on June 29, 1945.

Issued this 28th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11509; Filed, June 28, 1945;
11:43 a. m.]

[MPR 188, Order 106 Under 2d Rev. Order A-3]

A. FRITZ & CO.

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to Second Revised Order No. A-3 under § 1499.159b of Maximum Price Regulation No. 188, it is ordered:

(a) *Manufacturer's maximum prices.* A. Fritz & Co. of 92 Greene Street, New York City 12, New York, may sell and deliver the Model No. 55 Steel Ladder Stools, which it manufactures and which are fully described in the manufacturer's application dated January 11, 1945, to R. H. Macy & Co. Inc., of Herald Square, New York City, New York, L. Hammel Dry Goods Co., of Mobile, Alabama, The Gamble-Desmond Co., of Chapel, Center and Gregson Street, New Haven, Connecticut, and to Denhelm & McKay Co., of Worcester, Massachusetts, at prices no higher than its maximum prices in effect immediately prior to the effective date of this order plus an adjustment charge in the sum of fifty cents per unit.

The adjustment charges, provided herein, may be made and collected only if stated separately.

The maximum prices of the manufacturer, as adjusted, are subject to its customary terms, discounts, allowances and other price differentials in effect during March, 1942 on sales to each class of purchaser.

(b) *Maximum prices of purchasers for resale.* Purchasers for resale, listed in paragraph (a) of an article covered by this order may not increase their properly established maximum prices in effect immediately before the issuance of this order by any amount. If any such purchasers for resale did not have a maximum price in effect for the article when this order was issued, it may not add any adjustment charge to the maximum price which it hereafter establishes for its sales under the applicable regulation. If the applicable regulation requires the maximum resale price to be computed on the basis of cost, the reseller must find its maximum resale price by using as costs its invoice cost less any adjustment charge stated on the invoice as a separate amount.

(c) *Notification.* On each sale and delivery at an adjusted price permitted by

this order, A. Fritz & Co. shall furnish any purchaser listed in paragraph (a) with an invoice containing the following notice:

NOTICE OF OPA ADJUSTMENT

Order No. _____ under 2d Rev. Order No. A-3 under MPR 188 authorizes us to adjust our maximum price on sales of this article to you, in effect prior to June 29, 1945, by adding no more than the dollar-and-cents amount of the adjustment charge appearing on this invoice. *Provided*, That amount is stated separately on an invoice which contains this notice. You may not include that adjustment charge as part of your cost in determining your resale price.

(d) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on June 29, 1945.

Issued this 28th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11510; Filed, June 28, 1945;
11:43 a. m.]

[MPR 188, Order 42 Under Order 1052]

H & K FURNITURE CO., INC.

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to paragraph (g) of Order No. 1052, under § 1499.159b of Maximum Price Regulation No. 188, it is ordered:

(a) *Manufacturer's maximum prices.* H. & K. Furniture Co., Inc., 629 East 16th Street, New York, N. Y., may add an additional adjustment charge to its properly established maximum prices in effect immediately before this order was issued for sales and deliveries to all classes of purchasers of the articles of wood household furniture which it manufactures, equal to two percent of its established maximum prices to each class of purchaser as adjusted by paragraph (d) of Order No. 1052 under Maximum Price Regulation No. 188.

This additional adjustment charge applies only to articles for which maximum prices have been established before the effective date of this order and may be made and collected only if it is separately stated on each invoice. The adjusted maximum prices are subject to the manufacturer's customary terms, discounts, allowances, and other price differentials in effect during March 1942 on sales to each class of purchaser.

(b) *Maximum prices of purchasers for resale.* Purchasers for resale of an article covered by this order may not increase their properly established maximum prices in effect immediately before the issuance of this order by any amount. If a purchaser for resale did not have a maximum price in effect for the article when this order was issued, he may not add any adjustment charge to the maximum price which he hereafter establishes for his sales under the applicable regulation. If the applicable regulation requires the maximum resale price to be computed on the basis of cost, the reseller must find his maximum resale price by using as cost his invoice cost less any adjustment charge stated on the invoice as a separate amount.

(c) *Notification.* At the time of or prior to the first invoice to a purchaser for resale, on and after the effective date of this order, showing a price adjusted in accordance with the terms of this order, the manufacturer shall notify the purchaser in writing of the provisions of paragraph (b) of this order, and that the adjustment charge may not be included in any manner in the purchaser's resale prices. This notice may be given in any convenient form.

(d) All requests not specifically granted by this order are hereby denied.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 29th day of June 1945.

Issued this 28th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11500; Filed, June 28, 1945;
11:45 a. m.]

[MPR 188, Revocation of Order 3043]

MODERN DECOR

REVOCATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of MPR 188, it is ordered:

Order No. 3043 under § 1499.158 of Maximum Price Regulation No. 188 is hereby revoked.

This order shall become effective on the 29th day of June 1945.

Issued this 28th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11501; Filed, June 28, 1945;
11:43 a. m.]

[MPR 188, Rev. Order 3263]

KINNEY ALUMINUM COMPANY

APPROVAL OF MAXIMUM PRICES

Order No. 3263 under § 1499.158 of Maximum Price Regulation No. 188 is revised to read as follows:

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of Maximum Price Regulation No. 188, it is ordered:

(a) This revised order establishes maximum prices for sales and deliveries of certain articles manufactured by Kinney Aluminum Company, of 5900 South Boyle Avenue, Los Angeles 11, California.

(1) For all sales and deliveries to the following classes of purchasers by any person, the maximum prices are those set forth below:

	Maximum prices to—				
	Consumers	Jobbers	Food stores and syndicates	Dept. and chain stores	Retailers other than dept. and chain stores
DE LUXE LINE					
Sauce pans:					
1 qt.....	\$3.85	\$1.93	\$2.08	\$2.31	\$2.57
2 qt.....	4.50	2.25	2.43	2.70	3.00
3 qt.....	5.75	2.88	3.11	3.45	3.83
4 qt.....	6.95	3.48	3.75	4.17	4.63
Dutch ovens:					
5 qt.....	7.50	3.75	4.05	4.50	5.00
6 qt.....	8.50	4.25	4.59	5.10	5.67
10 qt.....	11.25	5.63	6.08	6.75	7.50
Fry pans:					
6" no/cover.....	2.25	1.13	1.22	1.35	1.50
7 1/2" no/cover.....	2.75	1.38	1.49	1.65	1.83
8 3/4" w/cover.....	5.35	2.68	2.89	3.21	3.57
10" w/cover.....	6.40	3.20	3.46	3.84	4.27
12" w/cover.....	7.95	3.98	4.29	4.77	5.30
Chicken fryers:					
10" w/cover.....	7.25	3.63	3.92	4.35	4.83
12" w/cover.....	9.25	4.63	5.00	5.55	6.17
Oval roasters:					
10 x 13.....	10.95	5.48	5.91	6.57	7.30
11 x 16.....	14.95	7.48	8.07	8.97	9.97
12 x 18.....	18.95	9.48	10.23	11.37	12.63
Griddles:					
12 1/2 sq. w/handle.....	5.75	2.88	3.11	3.45	3.83
12 1/2 rd. w/bale.....	5.25	2.63	2.84	3.15	3.50
12 1/2 rd w/handle.....	5.50	2.75	2.97	3.30	3.67
Coffee pots:					
6-8 cup.....	6.35	3.18	3.43	3.81	4.23
10-12 cup.....	8.75	4.38	4.73	5.25	5.83
Water or tea kettles: 3 qt.....	6.25	3.13	3.38	3.75	4.17
Pressure cookers:					
2 qt.....	11.25	5.63	6.08	6.75	7.50
3 qt.....	13.25	6.63	7.16	7.95	8.83
4 qt.....	15.25	7.63	8.24	9.15	10.17
STANDARD LINE					
Sauce pans:					
1 qt.....	3.25	1.63	1.76	1.95	2.17
2 qt.....	3.65	1.83	1.97	2.19	2.43
3 qt.....	4.50	2.25	2.43	2.70	3.00
4 qt.....	5.25	2.63	2.84	3.15	3.50
5 qt.....	6.35	3.18	3.43	3.81	4.23
6 qt.....	6.95	3.48	3.75	4.17	4.63
Dutch ovens:					
5 qt.....	6.85	3.43	3.70	4.11	4.57
6 qt.....	7.65	3.83	4.13	4.59	5.10
8 qt.....	9.15	4.58	4.94	5.49	6.10
11 qt.....	11.25	5.63	6.08	6.75	7.50
Fry pans:					
6" no/cover.....	1.50	.75	.81	.90	1.00
7" no/cover.....	1.90	.95	1.03	1.14	1.27
8 3/4" w/cover.....	3.95	1.98	2.13	2.37	2.63
9" w/cover.....	4.50	2.25	2.43	2.70	3.00
10" w/cover.....	5.20	2.60	2.81	3.12	3.47
11" w/cover.....	5.75	2.88	3.11	3.45	3.83
Chicken fryers:					
10" w/cover.....	5.45	2.73	2.94	3.27	3.63
11" w/cover.....	6.55	3.28	3.54	3.93	4.37
Oval roasters:					
10 x 13.....	7.95	3.98	4.29	4.77	5.30
11 x 16.....	11.95	5.98	6.45	7.17	7.97
12 x 18.....	13.25	6.63	7.16	7.95	8.83
Griddles:					
10 1/2 rd. w/bale.....	2.95	1.48	1.59	1.77	1.97
10 1/2 rd. w/handle.....	3.25	1.63	1.76	1.95	2.17
12 1/2 sq. w/handle.....	4.25	2.13	2.30	2.55	2.83
Coffee pots:					
6-8 cup.....	4.75	2.38	2.57	2.85	3.17
10-12 cup.....	7.65	3.78	4.08	4.53	5.03
Water or tea kettles: 3 qt.....	5.50	2.75	2.97	3.30	3.67

These maximum prices are for the articles described in the manufacturer's application dated October 2, 1944.

(2) For sales by the manufacturer, the maximum prices apply to all sales and deliveries since Maximum Price Regulation No. 188 became applicable to those sales and deliveries. They are f. o. b. factory, and they are subject to a cash discount of two percent for payment within ten days, net thirty days except that sales to users are net.

(3) For sales by persons other than the manufacturer, the maximum prices apply to all sales and deliveries after the effective date of this revised order. Those prices are subject to each seller's customary terms and conditions of sale on sales of similar articles.

(4) If the manufacturer wishes to make sales and deliveries to any other class of purchaser or on other terms and conditions of sale, he must apply to the Office of Price Administration, under the Fourth Pricing Method, § 1499.158 of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until maximum prices have been authorized by the Office of Price Administration.

(b) The manufacturer shall attach a tag or label to every article for which a maximum price for sales to consumers is established by this revised order. That tag or label shall contain the following statement, with the amount properly filled in:

OFA Retail Ceiling Price \$-----

This tag may not be removed before delivery to the consumer.

(c) At the time of, or prior to, the first invoice to each purchaser for resale, the seller shall notify the purchaser in writing of the maximum prices and conditions established by this revised order for sales by the purchaser. This notice may be given in any convenient form.

(d) This revised order may be revoked or amended by the Price Administrator at any time.

(e) This revised order shall become effective on the 29th day of June 1945.

Issued this 28th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11502; Filed, June 28, 1945;
11:44 a. m.]

[MPR 188, Amdt. 1 to Rev. Order 3746]

DETROIT MFG. SUPPLY CO.

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith, and filed with the Division of the Federal Register, and pursuant to § 1499.158 of Maximum Price Regulation No. 188, *It is ordered*, That paragraph (a) (1) of Revised Order No. 3746 under § 1499.158 of Maximum Price Regulation No. 188 be and the same hereby is amended by adding at the end thereof, the following: "To each of these maximum prices, each seller may add only the exact amount of Federal Excise Tax which he is required to pay."

This amendment shall become effective on June 29, 1945.

Issued this 28th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11503; Filed, June 28, 1945;
11:43 a. m.]

[MPR 188, Rev. Order 3748]

GRESHAM CABINET WORKS

APPROVAL OF MAXIMUM PRICES

Order No. 3748 under § 1499.158 of MPR 188 is revised and amended to read as follows:

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of MPR 188; *It is ordered*:

(a) This revised order establishes maximum prices for sales and deliveries of certain articles of furniture manufactured by Gresham Cabinet Works, 4 Kelley Street, Gresham, Oregon.

(1) For all sales and deliveries to the following classes of purchasers by the sellers indicated below, the maximum prices are those set forth below:

Article	Model No.	Manufacturer's maximum price to persons, other than retailers, who sell from their own stock	Manufacturer's maximum price to persons, other than retailers, who sell from the manufacturer's stock	Maximum price for sales to retailers by the manufacturer, and by persons, other than retailers, who sell from the manufacturer's stock
Chest...	5-30/49	Each \$5.56	Each \$5.90	Each \$6.95

These prices are f. o. b. factory, are subject to a cash discount of two percent for payment within ten days, net thirty days, and are for the article described in the manufacturer's application dated January 5, 1945.

(2) For sales by the manufacturer the maximum prices apply to all sales and deliveries since the effective date of MPR 188. For sales by persons, other than retailers, who sell from the manufacturer's stock, the maximum prices apply to all sales and deliveries after the effective date of this revised order.

(3) If the manufacturer wishes to make sales and deliveries to any other

class of purchaser or on other terms and conditions of sale, he must apply to the Office of Price Administration, Washington, D. C., under the Fourth Pricing Method, § 1499.158, of MPR 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until maximum prices have been authorized by the Office of Price Administration.

(b) At the time of, or prior to, the first invoice to each purchaser, other than a retailer, who sells from the manufacturer's stock, the manufacturer shall notify the purchaser of the maximum prices and conditions established by this revised order for sales by the purchaser. This notice may be given in any convenient form.

(c) This revised order may be revoked or amended by the Price Administrator at any time.

This revised order shall become effective on the 29th day of June 1945.

Issued this 28th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11504; Filed, June 28, 1945;
11:44 a. m.]

[MPR 188, Order 4022]

REYNOLDS METALS CO.

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.157 of Maximum Price Regulation No. 188 and section 6.4 of Second Revised Supplementary Regulation No. 14; *It is ordered*:

(a) This order establishes maximum prices for sales and deliveries of aluminum cooking utensils manufactured by the Reynolds Metals Company, Louisville, Kentucky, 2500 South Third Street.

(1) For all sales and deliveries to the following classes of purchasers by the sellers indicated below, the maximum prices are those set forth below:

Article	Model	Maximum prices for sales by manufacturer to—			Maximum prices for sales by sellers other than manufacturer to—	
		Jobbers	Department stores	Other retailers	Retailers	Consumers
Aluminum baking pan.....	200	Each \$0.38	Each \$0.43	Each \$0.47	Each \$0.47	Each \$0.75
3-quart aluminum sauce pan.....	23	.47	.54	.59	.54	.94
1½-quart aluminum sauce pan.....	21½	.31	.35	.39	.39	.62
2-quart aluminum sauce pan with cover.....	42	.68	.66	.73	.73	1.15
3-quart aluminum sauce pan with cover.....	43	.66	.75	.83	.83	1.32

These maximum prices are for the articles described in the manufacturer's applications dated June 1, 4, and 6, 1945.

(2) For sales by the manufacturer, these maximum prices apply to all sales and deliveries after the effective date of this order. The manufacturer's prices are f. o. b. factory and subject to a cash discount of 2% for payment within 10 days, net 30 days. The prices for sales by persons other than the manufacturer

are subject to each seller's customary terms and conditions of sale of similar articles.

(b) The manufacturer shall attach a tag or label to every article for which a maximum price for sales to consumers is established by this order. That tag or label shall contain the following statement with the retail prices properly filled in:

OPA Retail Ceiling Price, \$-----
Do Not Detach

(c) At the time of, or prior to, the first invoice to each purchaser for resale, the seller shall notify the purchaser in writing of the maximum prices and conditions established by this order for sales by the purchaser. This notice may be given in any convenient form.

(d) The order may be revoked or amended by the Price Administrator at any time.

(e) This order shall become effective on the 29th day of June 1945.

Issued this 28th day of June 1945.

CHESTER BOWLES,
Administrator.
[F. R. Doc. 45-11506; Filed, June 28, 1945;
11:45 a. m.]

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.157 of Maximum Price Regulation No. 188 and section 6.4 of Second Revised Supplementary Regulation No. 14, it is ordered:

(a) This order establishes maximum prices for sales and deliveries of juice extractors and can openers manufactured by the Rival Manufacturing Company, 2415-23 East Fifteenth Street, Kansas City, Mo.

(1) For all sales and deliveries to the following classes of purchasers by the sellers indicated below, the maximum prices are those set forth below:

Article	Model	Maximum prices for sales by other than manufacturer to—			
		Jobbers	Department stores	Other retailers	Consumers
Fruit juice extractor.	SI-454	Each \$2.50	Each \$3.00	Each \$3.33	Each \$3.60
Chrome-plated can opener.	Can-O-Mat DI-145	1.99	2.39	2.65	3.08
Painted can opener.	Can-O-Mat OC-145	1.68	2.02	2.24	3.36

If purchased in lots of six dozen or more, transportation is f. o. b. destination, otherwise f. o. b. factory. The cash discount is 2% ten days, net 30 days. These maximum prices are for the articles described in the manufacturer's application dated June 1, 1945.

(2) For sales by the manufacturer, these maximum prices apply to all sales and deliveries after the effective date of this order. The manufacturer's prices except as indicated above are f. o. b. factory and subject to a cash discount of 2% for payment within 10 days, net 30 days. The prices for sales by persons other than the manufacturer are subject to each seller's customary terms and conditions of sale of similar articles.

(b) The manufacturer shall attach a tag or label to every article for which a maximum price for sales to consumers is established by this order. That tag or label shall contain the following statement:

(c) At the time of, or prior to, the first invoice to each purchaser for resale, the seller shall notify the purchaser in writing of the maximum prices and conditions established by this order for sales by the purchaser. This notice may be given in any convenient form.

(d) This order may be revoked or amended by the Price Administrator at any time.

(e) This order shall become effective on the 29th day of June 1945.

Issued this 28th day of June 1945.

CHESTER BOWLES,
Administrator.
[F. R. Doc. 45-11506; Filed June 28, 1945;
11:45 a. m.]

[MPR 188, Order 4024]
KINNEY ALUMINUM CO.

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.157 of Maximum Price Regulation No. 188 and section 6.4 of Second Revised Supplementary Regulation No. 14, it is ordered:

(a) This order establishes maximum prices for sales by manufacturer to—

Article and model

Article and model	Maximum prices for sales by manufacturer to—			
	Jobbers	Dept. stores	Syndicates	Other retailers
Saucepan and cover—stippled finish:	Each \$1.63	Each \$1.95	Each \$1.76	Each \$2.17
1 qt.	1.83	2.19	1.97	2.43
2 qt.	2.25	2.70	2.43	2.85
3 qt.	2.63	3.15	2.84	3.50
4 qt.	3.18	3.87	3.43	4.24
5 qt.	3.45	4.17	3.75	4.63
6 qt.	3.43	4.11	3.70	4.54
7 qt.	3.85	4.59	4.13	5.10
8 qt.	4.38	5.49	4.94	6.10
11 qt.	5.63	6.75	6.08	7.50
Fryers:	75	90	81	100
6" no cover.	1.95	1.44	1.27	1.97
7" no cover.	1.98	1.47	1.33	2.07
8" no cover.	2.25	2.07	1.63	2.67
9" with cover.	2.00	2.12	1.81	2.47
10" with cover.	2.88	3.45	3.11	3.84
11" with cover.	2.73	3.27	2.94	3.63
Chicken fryer—with cover.	3.26	3.93	3.54	4.37
Oval roaster—with cover:	5.98	7.17	6.45	7.97
10" x 10"	3.98	4.77	4.29	5.30
12" x 10"	6.63	7.95	7.16	8.84
Grids:	1.48	1.77	1.59	1.97
10 1/2" rd. with bail	1.65	1.95	1.70	2.17
10 1/2" rd. with handle.	2.13	2.55	2.30	2.84
12 1/2" sq. with handle.				

These prices are for the articles described in the manufacturer's application dated May 18, 1945.

(2) For sales by the manufacturer, these maximum prices apply to all sales and deliveries after the effective date of this order. The manufacturer's prices are f. o. b. factory and subject to a cash discount of 2% for payment within 10 days, net 30 days. The prices are for sales by persons other than the manufacturer and are subject to each seller's customary terms and conditions of sale on sales of similar articles.

(b) The manufacturer shall attach a tag or label to every article for which a maximum price for sales to consumers is established by this order. That tag or label shall contain the following statement:

(a) This order establishes maximum prices for sales and deliveries of the aluminum cooking utensils manufactured by the Kinney Aluminum Company, 5900 South Boyle Avenue, Los Angeles, California.

(1) For all sales and deliveries to the following classes of purchasers by the sellers indicated below, the maximum prices are those set forth below:

Article and model	Maximum prices for sales by manufacturer to—			
	Jobbers	Dept. stores	Syndicates	Other retailers
Saucepan and cover—stippled finish:	Each \$1.63	Each \$1.95	Each \$1.76	Each \$2.17
1 qt.	1.83	2.19	1.97	2.43
2 qt.	2.25	2.70	2.43	2.85
3 qt.	2.63	3.15	2.84	3.50
4 qt.	3.18	3.87	3.43	4.24
5 qt.	3.45	4.17	3.75	4.63
6 qt.	3.43	4.11	3.70	4.54
7 qt.	3.85	4.59	4.13	5.10
8 qt.	4.38	5.49	4.94	6.10
11 qt.	5.63	6.75	6.08	7.50
Fryers:	75	90	81	100
6" no cover.	1.95	1.44	1.27	1.97
7" no cover.	1.98	1.47	1.33	2.07
8" no cover.	2.25	2.07	1.63	2.67
9" with cover.	2.00	2.12	1.81	2.47
10" with cover.	2.88	3.45	3.11	3.84
11" with cover.	2.73	3.27	2.94	3.63
Chicken fryer—with cover.	3.26	3.93	3.54	4.37
Oval roaster—with cover:	5.98	7.17	6.45	7.97
10" x 10"	3.98	4.77	4.29	5.30
12" x 10"	6.63	7.95	7.16	8.84
Grids:	1.48	1.77	1.59	1.97
10 1/2" rd. with bail	1.65	1.95	1.70	2.17
10 1/2" rd. with handle.	2.13	2.55	2.30	2.84
12 1/2" sq. with handle.				

OPA Retail Ceiling Price—\$-----
Do not detach

(c) At the time of, or prior to, the first invoice to each purchaser for resale, the seller shall notify the purchaser in writing of the maximum prices and conditions established by this order for sales by the purchaser. This notice may be given in any convenient form.

(d) This order may be revoked or amended by the Price Administrator at any time.

(e) This order shall become effective on the 29th day of June 1945.

Issued this 28th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11507; Filed, June 28, 1945;
11:46 a. m.]

[RMPR 357, Order 2]

CERTAIN IMPORTED INDIA TANNED
SHEEPSKINS

ESTABLISHMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to section 6 of Revised Maximum Price Regulation 357; *It is ordered:*

(a) The maximum price at which any person may purchase, sell or deliver the following selection of SHA Superior mark East India tanned sheepskins shall be a price computed as though such selection were listed in section 4, Table II, of Revised Maximum Price Regulation 357 as follows:

Mark	Selection		Average weight in lbs. per dozen skins	Price
	Grade	Percent in each grade		
SHA superior....	IV	100	6-7	\$1.225

(b) This order may be amended or revoked at any time by the Office of Price Administration.

(c) This Order No. 2 shall become effective the 3d day of July 1945.

Issued this 28th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11498; Filed June 28, 1945;
11:42 a. m.]

[MPR 64, Amdt. 1 to Order 177]

RENOWN STOVE CO.

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to sections 10 and 11 of Maximum Price Regulation No. 64; *It is ordered:*

That Order No. 177 is amended in the following respects:

1. The table of prices in paragraph (b) is amended to read as follows:

Article	Model	Maximum price for sales to retailers			
		Zone 1	Zone 2	Zone 3	Zone 4
Coal and wood range with reservoir.....	Empress J-700.....	Each \$85.70	Each \$88.50	Each \$92.57	Each \$97.68
Coal and wood range without reservoir.....	Empress G-700.....	82.40	85.10	89.15	94.25
Coal range.....	Empress G-720.....	75.85	78.25	81.65	86.40
Combination coal and gas range.....	Crest G-1105.....	114.08	117.13	121.48	127.33

2. The table of prices in paragraph (c) is amended to read as follows:

Article	Model	Maximum price for sales to ultimate consumers			
		Zone 1	Zone 2	Zone 3	Zone 4
Coal and wood range with reservoir.....	Empress J-700.....	Each \$129.95	Each \$133.95	Each \$139.95	Each \$147.50
Coal and wood range without reservoir.....	Empress G-700.....	124.95	128.95	134.95	142.50
Coal range.....	Empress G-720.....	114.95	118.50	123.50	130.50
Combination coal and gas range.....	Crest G-1105.....	167.95	172.50	178.95	187.50

This amendment shall become effective June 28, 1945.

Issued this 28th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11519; Filed, June 28, 1945;
4:03 p. m.]

[Supp. Order 94, Order 66]

UNITED STATES DEPARTMENT OF
COMMERCESPECIAL MAXIMUM PRICES FOR CERTAIN NEW
AND USED SHOTGUNS

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and in accordance with section 11 of Supplementary Order 94, it is ordered:

(a) *What this order does.* This order establishes maximum prices at which the new and used shotguns hereinafter described may be sold by the United States Department of Commerce and by any subsequent reseller.

(b) *Maximum prices for new "standard brand" shotguns.* (1) The maximum

prices, including Federal excise taxes, for a new "standard brand" shotgun of a model listed in the firearm manufacturer's current price list shall be:

(i) For all sales at retail, the ceiling price as shown on the tag attached to the shotgun by the Department of Commerce, which price shall not exceed the price set forth in the manufacturer's current price list as the price established for sales by retailers.

(ii) For sales by all persons to retailers, the price set forth in the manufacturer's current price list as the price established for sales by a wholesaler to a purchaser of this class.

(iii) For sales by the Department of Commerce and all other persons to wholesalers, the price set forth in the manufacturer's current price list as the price established for sales by the manufacturer to wholesalers of the same class.

(2) The maximum prices, including Federal excise taxes, for a new "standard brand" shotgun not listed in a firearm manufacturer's current price list shall be the ceiling price established for sales to each class of purchaser, for the most closely comparable shotgun listed in the manufacturer's current price lists.

(c) *Maximum prices for new "private brand" shotguns.* The maximum prices, including Federal Excise Taxes, for new "private brand" shotguns shall be:

(1) For all sales at retail

\$10.50 for a single barrel shotgun
\$26.00 for a double barrel shotgun

(2) For sales by all persons to retailers 25% off the aforesaid retail prices.

(3) For sales by the Department of Commerce or any other person to wholesalers, 25% and 19% off the aforesaid retail prices.

(d) *Maximum prices for new shotguns not covered by paragraphs (b) and (c).*

(1) The maximum prices, including Federal excise taxes, for new shotguns other than "standard brand" and "private brand" shotguns, manufactured in the continental United States shall be the ceiling price established for sales to each class of purchaser for the most closely comparable shotgun listed in any manufacturer's current price lists.

(2) Sales by the Department of Commerce of surplus shotguns manufactured outside the continental United States are exempt from price control by operation of this order.

(e) *Maximum prices for used shotguns.* The maximum prices for a used shotgun shall be:

(1) Class I. 75% of the appropriate maximum price for the shotgun new: *Provided*, (i) no part is missing which is necessary to make it fully useful, and (ii) the shotgun is in good working condition, can be used by the consumer for the purpose intended without further repair, is clean, free from rust, scratches and dents and its appearance is good.

(2) Class II. 33 1/3% of the appropriate maximum price for the shotgun new if it is not in Class I.

(f) *Discounts and freight allowances.* The aforesaid maximum prices for sales by the Department of Commerce and wholesalers are f. o. b. point of shipment.

All sellers shall continue to maintain their customary discounts for cash.

(g) *Tagging.* The Department of Commerce shall inspect all shotguns which it offers for sale and classify them as being in new, used Class I or used Class II condition. Before sale the Department of Commerce shall attach to each shotgun a tag which plainly states its condition (new, used Class I or used Class II), name of manufacturer, model, type, gauge of barrel, serial number, retail list price new, and OPA retail ceiling price "this gun."

If a dealer in firearms purchases a used shotgun in Class II condition and makes repairs sufficient to put it in Class I condition, he must before sale attach to the shotgun a tag which plainly states that the shotgun has been reconditioned, his name and address and the OPA ceiling price. This tag and the tag attached by the Department of Commerce must not be removed before the shotgun is delivered to the purchaser.

(h) *Relation to other regulations and orders.* This order with respect to the commodities it covers supersedes any other regulation or order previously issued by the Office of Price Administration.

(1) *Definitions.* (1) "Sale at wholesale." A sale at wholesale is a sale by one person to any other person who is not a user or ultimate consumer.

(2) "Sale at retail." A sale at retail is a sale by any person to a user or ultimate consumer.

(3) "Standard brand" shotgun. A "standard brand" shotgun is a shotgun which is marked with the manufacturer's name or trade mark.

(4) "Private brand" shotgun. A "private brand" shotgun is a shotgun which is marked in a manner other than with the manufacturer's name or trade mark.

(i) *Revocation and amendment.* This order may be revoked or amended at any time.

This order shall become effective June 30, 1945.

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11582; Filed, June 29, 1945;
11:56 a. m.]

[MPR 188, Amdt. 28 to Order A-2]

PRODUCERS OF LIME

ADJUSTMENT OF MAXIMUM PRICES

An opinion accompanying this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.

Paragraph (a) (16) of Order A-2 under Maximum Price Regulation No. 188 is amended in the following respect:

Subdivision (ii) is amended by adding to the list of commodities set forth therein the following:

Carpenter's planes
Compass saws
Hand saws
Linemen's pliers
Toy embossed wooden blocks
Wire tied box springs
Wooden domino and checker games

This amendment shall become effective on the 4th day of July 1945.

Issued this 29th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-11583; Filed, June 29, 1945;
11:55 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File Nos. 70-888, 70-889]

COMMONWEALTH UTILITIES CORP., ET AL.

ORDER GRANTING APPLICATIONS AND PERMITTING DECLARATIONS TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 22d day of June 1945.

In the matters of Commonwealth Utilities Corporation, The Arizona Power Corporation, File No. 70-888; James C. Tucker, File No. 70-889.

Commonwealth Utilities Corporation ("C. U. C."), a registered holding company, and its subsidiary, The Arizona

Power Corporation ("Power"), having filed joint applications and declarations and amendments thereto, pursuant to sections 12 (c), 12 (d) and 12 (e) of the Public Utility Holding Company Act of 1935 and Rules U-42, U-44 and U-62 promulgated thereunder regarding the sale by C. U. C. to James C. Tucker of 14,920.15 shares of the common stock and 200 shares of the preferred stock of Power for an agreed consideration of \$999,650.05 for the common stock and \$15,400 for the preferred stock; the redemption of the outstanding \$6 preferred stock of Power at the redemption price of \$105 per share plus accrued dividends; and the solicitation of proxies from the common stockholders of Power other than C. U. C.; and James C. Tucker having filed an application and amendments thereto pursuant to sections 9 (a) (2) and 10 of the act regarding the acquisition of the common and preferred stock of Power; and

C. U. C. having requested that the Commission enter an order finding that the proposed transactions are necessary and appropriate to effectuate the provisions of section 11 (b) of the act and that such order conform to the pertinent requirements of the Internal Revenue Code, as amended, include section 1808 (f) and Supplement R thereof; and

The application and declarations of C. U. C., Power, and James C. Tucker having been consolidated and a public hearing having been held thereon after appropriate notice, and the Commission having considered the record and having made and filed its findings and opinion herein;

It is hereby ordered, That the aforesaid declarations, as amended, be, and hereby are, permitted to become effective forthwith, and the aforesaid applications, as amended, be, and hereby are, granted, subject, however, to the terms and conditions prescribed in Rule U-24;

It is further ordered, That the sale by C. U. C. of its holdings of the common and preferred stock of Power to James C. Tucker is necessary and appropriate to effectuate the provisions of section 11 (b) of the Public Utility Holding Company Act of 1935 and is necessary and appropriate to the integration or simplification of the holding company system of which both C. U. C. and Power are a part.

By the Commission.

[SEAL] NELLYE A. THORSEN,
Assistant to the Secretary.

[F. R. Doc. 45-11512; Filed, June 28, 1945;
2:53 p. m.]

[File No. 1-1931]

OILSTOCKS LIMITED

ORDER SETTING HEARING ON APPLICATION TO WITHDRAW FROM LISTING AND REGISTRATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 27th day of June, A. D. 1945.

Oilstocks Limited, pursuant to section 12 (d) of the Securities Exchange Act of 1934 and Rule X-12D2-1 (b) promulgated thereunder, having made applica-

tion to the Commission to withdraw its Capital Stock, \$5.00 Par Value, from listing and registration on the New York Curb Exchange;

The Commission deeming it necessary for the protection of investors that a hearing be held in this matter at which all interested persons be given an opportunity to be heard;

It is ordered, That the matter be set down for hearing at 10:30 a. m. on Monday, July 9, 1945, at the office of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania, and continue thereafter at such times and places as the Commission or its officer herein designated shall determine, and that general notice thereof be given; and

It is further ordered, That Robert P. Reeder, an officer of the Commission, be, and he hereby is designated to administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, and require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, and to perform all other duties in connection therewith authorized by law.

By the Commission.

[SEAL] NELLYE A. THORSEN,
Assistant to the Secretary.

[F. R. Doc. 45-11513; Filed, June 28, 1945;
2:53 p. m.]

WAR FOOD ADMINISTRATION.

Farm Security Administration.

OHIO COUNTY, IND.

DESIGNATION OF LOCALITIES FOR LOANS

In accordance with the rules and regulations promulgated by the Secretary of Agriculture on July 1, 1941, as extended by the War Food Administrator's Delegation of Authority issued August 2, 1944, loans made in the county mentioned herein, under Title I of the Bankhead-Jones Farm Tenant Act, may be made within the localities herein described and designated. The value of the average farm unit of thirty acres and more in each of these localities has been determined in accordance with the provisions of the said rules and regulations. A description of the localities and the determination of value for each follow:

REGION III

INDIANA

Ohio County

Locality I:

Consisting of Cass and Pike Townships.....\$4,332

Locality II:

Consisting of Randolph and Union Townships.....\$5,629

The purchase price limit previously established for the county above-mentioned is hereby cancelled.

Approved: June 28, 1945.

FRANK HANCOCK,
Administrator.

[F. R. Doc. 45-11514; Filed, June 28, 1945;
3:44 p. m.]